

# UNOFFICIAL COPY

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Dykema Gossett PLLC  
10 S. Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Diana Y. Tsai



Doc#: 1618213065 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/30/2016 03:00 PM Pg: 1 of 6

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC  
10 S. Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Diana Y. Tsai

(Space Above This Line For Recorder's Use)

## FIFTH MODIFICATION AGREEMENT (Mortgage)

This Fifth Modification Agreement (Mortgage) ("Modification Agreement") is made as of May 31, 2016, by University Club of Chicago, an Illinois not-for-profit corporation ("Mortgagor"), and Bank of America, N.A. ("Lender").

### Factual Background

A. Mortgagor executed a certain Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing (Leasehold) dated as of July 23, 2004 for the benefit of Lender, and recorded on July 23, 2004, as Document Number 0420534093 with the Recorder of Deeds of Cook County, Illinois (as amended, and as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"). The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Lender desire to amend the Mortgage as set forth below.

### Agreement

Therefore, Mortgagor and Lender agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.
2. The first sentence of the last paragraph of Section 2.1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

The maturity date of the Revolving Loan is August 29, 2016, except as may be accelerated pursuant to the terms of the Revolving Loan Agreement or hereof; provided,

Bm

# UNOFFICIAL COPY

that to the extent that the maturity date of the Revolving Loan is extended, amended or modified from time to time under the Revolving Loan Agreement or any related document, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure the Revolving Loan beyond 20 years from the maturity date set forth above unless this Mortgage is modified to reflect a new maturity date.

3. Mortgagor hereby acknowledges and agrees that the other Loan Documents (as defined in the Mortgage) are hereby amended to the extent necessary to be consistent with the foregoing amendments to the Mortgage.

4. For the avoidance of doubt, the terms of each of the Term Loan Agreement, the Revolving Loan Agreement, Term Note A and Term Note B (each as defined in the Mortgage) are incorporated into the Mortgage by reference.

5. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.


*[Remainder of page intentionally left blank; signature page follows]*

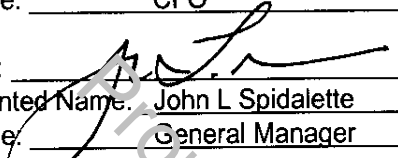
Property of Cook County Clerk's Office

# UNOFFICIAL COPY


IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification Agreement as of the date first above written.

UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation

By:   
Printed Name: Donald N Cameron Jr  
Title: CFO

By:   
Printed Name: John L Spidalette  
Title: General Manager

BANK OF AMERICA, N.A.

By:   
Printed Name: Kristen L. Heron  
Title: Senior Vice President

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

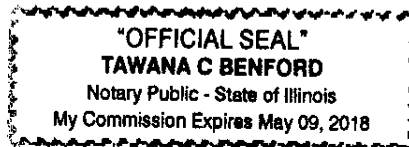
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Tawana C. Benford a notary public in and for said County, in the State aforesaid, do hereby certify that Kristen Heen personally known to me to be the SVP of BANK OF AMERICA, N.A., 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 as such \_\_\_\_\_, he or she signed and delivered the said instrument and as his or her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 28 day of June, 2016.

Tawana C. Benford  
Notary Public

Commission expires: 05-09-2018



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

INTERNATIONAL HARVESTER COMPANY OF AMERICA, A CORPORATION OF WISCONSIN, AND INTERNATIONAL HARVESTER COMPANY, A CORPORATION OF NEW JERSEY, TO UNIVERSITY AUXILIARY ASSOCIATION, A CORPORATION OF ILLINOIS, DATED APRIL 15, 1907, AND RECORDED DECEMBER 17, 1914, AS DOCUMENT NUMBER 5549344 AND ASSIGNED TO UNIVERSITY CLUB OF CHICAGO BY ASSIGNMENT RECORDED OCTOBER 7, 1943, AS DOCUMENT NUMBER 13154548, DEMISING THE LAND DESCRIBED BELOW FOR A TERM OF 198 YEARS BEGINNING NOVEMBER 1, 1907, AND ENDING OCTOBER 31, 2105:

PARCEL 1:

LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF AND EXCEPT THAT PART THEREOF FALLING IN ALLEY, BEING THE WEST 9 FEET THEREOF) IN BLOCK 1 IN THE SUBDIVISION OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT TO MAINTAIN PARTY WALL AS CREATED BY AGREEMENT MADE BY NETTIE F. MC CORMICK, AND OTHERS, AS TRUSTEES WITH MC CORMICK HARVESTING MACHINE COMPANY OF ILLINOIS, AND GEORGE A. ARMOUR, DATED NOVEMBER 18, 1898 AND RECORDED SEPTEMBER 19, 1899 AS DOCUMENT 2870145 OVER THE FOLLOWING DESCRIBED LAND: OVER THE NORTH LINE OF LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF).

Street Address of Property: 76 E. Monroe, Chicago, Illinois 60603

PINs: 17-15-101-014-0000 and 17-15-101-015-0000