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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2016 10:51 AM Pg: 1 of 14

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FIRST AMENDMENT TO
MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING
from
5657 BROADWAY, LLC, as mortgagor
to
TOYOTA MOTOR CREDIT CORPORATION, as mortgagee

Dated as of September 15, 2016

Property: 5625 North Broadway Street, Chicago, Illinois 60660
Assessor's Parcel Identification No. 14-05-408-028-0000
Assessor's Parcel Identification No. 14-05-408-029-0000
Property: 5652 North Broadway Street, Chicago, Illinois 60660
Assessor's Parcel Identification No. 14-05-328-011-0000
Assessor's Parcel Identification No. 14-05-328-012-0000

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Troutman Sanders LLP
P.O. Box 1122
Richmond, Virginia 23218-1122
Attn: Matthew J. Murcko, Esq.

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made as of September 13, 2016, by 5667 BROADWAY, LLC, an Illinois limited liability company, having an address at 5625 North Broadway Street, Chicago, Illinois 60660, as mortgagor ("**Borrower**") and TOYOTA MOTOR CREDIT CORPORATION, a California corporation, having an address at 19001 S. Western Avenue, Torrance, California 90509-2958, as mortgagee (together with its successors and assigns, "**Lender**").

BACKGROUND

Borrower and Lender entered into a certain Loan and Security Agreement dated as of April 2, 2010 (as the same shall have been or will be modified, amended, restated or replaced from time to time, "**Loan Agreement #1**") pursuant to which Lender made a loan ("**Loan #1**") to Borrower in the original principal amount of \$3,840,000.00, which Loan #1 is also evidenced by Borrower's promissory note to Lender of even date with Loan Agreement #1 (such note, all extensions, renewals, modifications, amendments and replacements thereof, "**Note #1**") and has an outstanding principal balance as of the date hereof of \$2,470,702.67.

Borrower secured payment and performance of its obligations in respect of the Loan Agreement #1, Note #1 and Loan #1 by granting to Lender a security interest described in that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing made as of April 2, 2010 and recorded April 16, 2010 as Document 1010633011 with the Cook County, Illinois Recorder of Deeds (the "**Mortgage**").

Borrower and Lender entered into a certain Loan and Security Agreement dated as of November 1, 2007 (as the same shall have been or will be modified, amended, restated or replaced from time to time, "**Loan Agreement #2**") pursuant to which Lender made a loan ("**Loan #2**") to Borrower in the original principal amount of \$1,800,000.00, which Loan #2 is also evidenced by Borrower's promissory note to Lender of even date with Loan Agreement #2 (such note, all extensions, renewals, modifications, amendments and replacements thereof, "**Note #2**") and has an outstanding principal balance as of the date hereof of \$1,029,389.74.

Borrower and Lender entered into a certain Loan and Security Agreement dated as of January 25, 2016 (as the same shall have been or will be modified, amended, restated or replaced from time to time, "**Loan Agreement #3**") pursuant to which Lender made a loan ("**Loan #3**") to Borrower in the original principal amount of \$5,265,000.00, which Loan #3 is also evidenced by Borrower's promissory note to Lender of even date with Loan Agreement #3 (such note, all extensions, renewals, modifications, amendments and replacements thereof, "**Note #3**") and has an outstanding principal balance as of the date hereof of \$5,087,363.80.

RLE Property Corporation, an Illinois corporation ("**RLE**") and Lender entered into that certain Loan and Security Agreement dated as of December 1, 2015 (as the same shall have been or will be modified, amended, restated or replaced from time to time, "**Loan Agreement #4**")

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pursuant to which Lender made a loan ("**Loan #4**") to RLE in the original principal amount of \$603,000.00, which Loan #4 is also evidenced by RLE's promissory note to Lender of even date with Loan Agreement #4 (uch note, all extensions, renewals, modifications, amendments and replacements thereof, "**Note #4**") and has an outstanding principal balance as of the date hereof of \$569,273.56.

RLE and Lender entered into that certain Loan and Security Agreement dated as of April 30, 1999 (as the same shall have been or will be modified, amended, restated or replaced from time to time, "**Loan Agreement #5**") pursuant to which Lender made a loan ("**Loan #5**") to RLE in the original principal amount of \$1,300,00.00, which Loan #5 was subsequently increased to \$4,500,000.00, is also evidenced by RLE's promissory note to Lender of even date with Loan Agreement #5 (uch note, all extensions, renewals, modifications, amendments and replacements thereof, "**Note #5**"), and has an outstanding principal balance as of the date hereof of \$1,679,723.61.

RLE, 1000 Chicago Street, LLC, an Illinois limited liability company ("**1000**") and Lender entered into that certain Construction Loan and Security Agreement dated as of March 25, 2014 (as the same shall have been or will be modified, amended, restated or replaced from time to time, "**Loan Agreement #6**") pursuant to which Lender made a loan ("**Loan #6**") to RLE and 1000 in the original principal amount of \$14,058,000.00, which Loan #6 was subsequently increased to \$16,920,000, is also evidenced by a promissory note from RLE and 1000 to Lender of even date with Loan Agreement #6 (uch note, all extensions, renewals, modifications, amendments and replacements thereof, "**Note #6**") and has an outstanding principal balance as of the date hereof of \$16,383,270.33.

RLE and Lender are entering into a certain Loan and Security Agreement of even date herewith (as the same shall have been or will be modified, amended, restated or replaced from time to time, the "**CDJ Loan Agreement**") pursuant to which Lender will make a loan (the "**CDJ Loan**") to RLE in the maximum principal amount of Four Million Dollars And No Cents (\$4,000,000.00). The CDJ Loan also will be evidenced by RLE's promissory note to Lender of even date herewith (uch note, all extensions, renewals, modifications, amendments and replacements thereof, the "**CDJ Note**").

Loan #1, Loan #2 and Loan #3 are collectively referred to herein as the "**Borrower Loans**", Loan #4, Loan #5 and Loan #6 are collectively referred to herein as the "**Other RLE Loans**", and the Borrower Loans, the Other RLE Loans and the CDJ Loan are collectively referred to herein as the "**Loans**". The CJD Loan Agreement, Loan Agreement #1, Loan Agreement #2, Loan Agreement #3, Loan Agreement #4, Loan Agreement #5 and Loan Agreement #6, as the same shall have been or will be modified, amended, restated or replaced from time to time, are each referred to herein, as a "**Loan Agreement**" and collectively as the "**Loan Agreements**", and the CJD Note, Note #1, Note #2, Note #3, Note #4, Note #5 and Note #6, and all extensions, renewals, modifications, amendments and replacements thereof, are referred to collectively herein as the "**Notes**". The term "**Loan Documents**" as used herein shall mean, collectively, the definition as given to such term in each of the Loan Agreements, and all extensions, renewals, modifications, amendments and replacements thereof.

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Borrower and Lender wish to revise the Mortgage to secure all of the Loans and Notes upon the terms set forth herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Borrower and Lender agree as follows:

ARTICLE 1 RECITALS; DEFINED TERMS

1. Recitals Incorporated. The parties hereto acknowledge and agree that each of the foregoing recitals is true and correct in every material respect and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section 1.

2. Defined Terms. Capitalized terms used in this Amendment and not specifically defined herein have the meaning provided in the Mortgage.

3. Amendment to Mortgage. The Mortgage is hereby amended as follows:

a. Debt and Obligations Secured. Section 3.01 is hereby revised in its entirety to read as follows:

“3.01 Debt. This Security Instrument and the interests created in favor of Lender hereunder are given FOR THE PURPOSE OF SECURING (a) payment of principal, interest and all other amounts due at any time under the Loan Agreements, the Notes (including any increases, restatements, renewals, extensions, amendments and supplements thereto), and each of the other Loan Documents, including, without limitation, Default Interest and prepayment consideration (if any) provided in the Loan Agreements, and amounts advanced by Lender to protect and preserve the Collateral and the liens hereby created for the benefit of Lender (collectively “**Debt**”), and (b) performance of all obligations of Borrower contained in the Loan Agreements, the Notes and each of the other Loan Documents (collectively with the Debt, “**Obligations**”). Notwithstanding any provision of this Security Instrument to the contrary, the obligations of Borrower and the other indemnitors under the Environmental Indemnity shall not be deemed secured by this Security Instrument unless and until Lender expressly declares in writing such obligations to be secured hereby.”

b. Maturity. Section 2 of Exhibit B is hereby deleted in its entirety.

c. Defined Terms. References therein to the “Note” shall be deemed to mean the “Notes” as such term is defined in this Amendment, references therein to the “Loan Agreement” shall be deemed to refer to the “Loan Agreements” as such term is defined in this

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Amendment and references therein to the "Loan Documents" shall be deemed to mean such term as is defined herein.

4. No Other Changes. Except as amended by this Amendment, all of the terms and conditions of the Mortgage remain in full force and effect.

5. Successors and Assigns. This Amendment and all provisions hereof, including, but not limited to, all representations and warranties made herein, shall extend to and be binding upon and inure to the benefit of the respective heirs, legatees, legal representatives, successors and assigns of the parties hereto and their third party beneficiaries.

6. Disclaimer of Novation, Extinguishment and Discharge. Except as expressly set forth herein, the parties hereto expressly disclaim any intent to affect a novation or an extinguishment or discharge of any of the Borrower's obligations under the Loan Documents. Except as expressly modified hereby, each Loan Document remains in full force and effect and is hereby confirmed and ratified in all respects.

7. Severability. If any of the provisions of this Amendment or the application thereof to any persons or circumstances shall, to any extent, be deemed invalid or unenforceable, the remainder of this Amendment and the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

8. Voluntary Execution. Borrower has thoroughly read and reviewed the terms and provisions of this Amendment and is familiar with the same, has executed this Amendment voluntarily, in the absence of coercion or duress, has been represented by counsel in the negotiation and delivery of this Amendment, and understands the terms hereof and intends to be legally bound by the same. Borrower and Lender have negotiated this Amendment at arms-length and no provision is to be construed more strictly against one party than the other.

9. No Joint Venture. Nothing in this Amendment shall be construed as creating a partnership, joint venture or any other relationship between Borrower, the Lender, or any of their third party beneficiaries.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

11. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one original instrument.

[Remainder of page is blank; signatures appear on next page.]

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IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Amendment.

BORROWER:

5657 BROADWAY, LLC,
an Illinois limited liability company

By: *Robert P. Lopez*
Name: *Robert Lopez*
Title: *Managing Member*

Property of Cook County Notary Public's Office

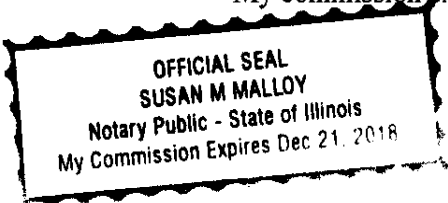
BORROWER'S ACKNOWLEDGEMENT

STATE OF *Illinois*
CITY/COUNTY OF *COOK*, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this *12* day of *Sept*, 2016 by *Robert Lopez* who is *Managing Member* of 5657 Broadway, LLC, an Illinois limited liability company, for and on behalf of the limited liability company.

Susan M Malloy
Notary Public

My commission expires: *12-21-18*



[signatures continue on the following page]

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LENDER:

TOYOTA MOTOR CREDIT CORPORATION,
a California corporation

By: Stephen D. Greelius
Name: Stephen D. Greelius
Title: Dealer Lending Manager

LENDER'S ACKNOWLEDGEMENT

STATE OF Michigan)
) ss.
COUNTY OF Wayne)

On September 12, 2016, before me, the undersigned notary public in and for said
County and State, personally appeared Stephen D. Greelius
Dealer Lending Manager

personally known to me [or]
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and
acknowledged to me that he executed the same in his
authorized capacity(ies) and that, by his signature(s) on the instrument, the
person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal:

Stephanie A. Evans
My commission expires on July 26, 2017

STEPHANIE A. EVANS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES JUL 26, 2017
ACTING IN COUNTY OF Wayne

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The undersigned guarantors of the Loan join in execution of this Amendment to evidence their consent to the revisions to the Mortgage set forth herein.

GUARANTORS:

RLE PROPERTY CORPORATION,
an Illinois corporation

By: [Signature]
Name: Robert Coguerio
Title: President

Property of Cook County Clerk's Office

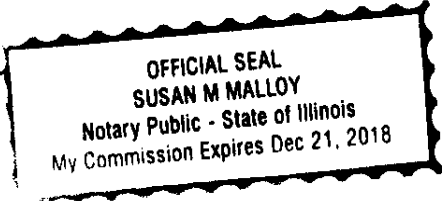
ACKNOWLEDGEMENT

STATE OF Illinois
CITY/COUNTY OF COOK to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 12 day of Sept, 2016 by Robert Coguerio who is President of RLE Property Corporation, an Illinois corporation, for and on behalf of the corporation.

[Signature]
Notary Public

My commission expires: 12-21-18



[signatures continue on the following page]

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LOQUERCIO AUTOMOTIVE SOUTH, INC.,
an Illinois corporation

By: Robert R. J.
Name: Robert Loquercio
Title: President

ACKNOWLEDGEMENT

STATE OF Illinois

CITY/COUNTY OF COOK, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 12 day of Sept, 2016 by Robert Loquercio who is President of Loquercio Automotive South, Inc., an Illinois corporation, for and on behalf of the corporation.

Susan M Malloy
Notary Public

My commission expires: 12-21-18



[signatures continue on the following page]

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MICHAEL ROBERT ENTERPRISES, INC.,
an Illinois corporation

By: [Signature]
Name: Robert Coqueris
Title: President

ACKNOWLEDGEMENT

STATE OF ILLINOIS
CITY/COUNTY OF COOK, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 12 day of Sept, 2016 by Robert Coqueris who is President of Michael Robert Enterprises, Inc., an Illinois corporation, for and on behalf of the corporation.

[Signature]
Notary Public

My commission expires: 12-21-18



[signatures continue on the following page]

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ROBERT LOQUERCIO ENTERPRISES, INC.,
an Illinois corporation

By: Robert P. J.
Name: Robert Loquercio
Title: President

ACKNOWLEDGEMENT

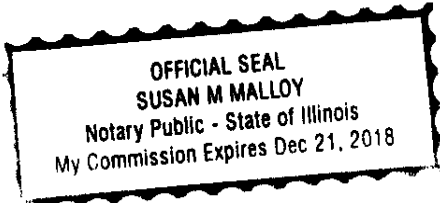
STATE OF Illinois
CITY/COUNTY OF COOK, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 12 day of Sept, 2016 by Robert Loquercio who is President of Robert Loquercio Enterprises, Inc., an Illinois corporation, for and on behalf of the corporation.

[Signature]
Notary Public

My commission expires: 12-21-18

[signatures continue on the following page]



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LOQUERCIO AUTOMOTIVE, INC.,
an Illinois corporation

By: *Robert P. J.*
Name: *Robert Loquercio*
Title: *President*

ACKNOWLEDGEMENT

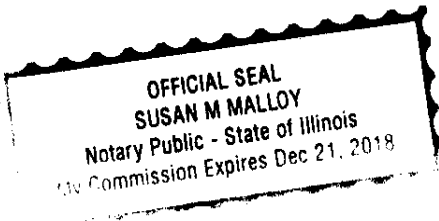
STATE OF *Illinois*
CITY/COUNTY OF *COOK*, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this *12* day of *Sept*, 2016 by *Robert Loquercio* who is *President* of Loquercio Automotive, Inc., an Illinois corporation, for and on behalf of the corporation.

Susan M Malloy
Notary Public

My commission expires: *12-21-18*

[signatures continue on the following page]



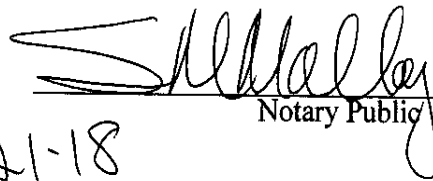
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ROBERT P. LOQUERCIO, an individual

ACKNOWLEDGEMENT

STATE OF ILLINOIS
CITY/COUNTY OF COOK, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 12 day of Sept, 2016 by Robert P. Loquercio.


Notary Public

My commission expires: 12-21-18



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Exhibit A
to Security Instrument

Legal Description of the Land

PARCEL 1 (5619-25 North Broadway Street, Chicago, Illinois)

LOTS 18, 19 AND 20 IN BLOCK 9 IN COCHRAN'S ADDITION TO EDGEWATER, A SUBDIVISION OF THE SOUTH 1,946 FEET OF THE WEST 1,320 FEET OF THE EAST FRACTIONAL $\frac{1}{2}$ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (5652-50 North Broadway Street, Chicago, Illinois)

LOTS 5, 6, 7 AND 8 IN BLOCK 9 IN CAIRNDUFF'S ADDITION TO EDGEWATER, IN THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.