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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/14/2016 09:48 AM Pg: 1 of 9

FIRST AMERICAN TITLE
ORDER # 704989 M3

[This Space For Recorder's Use Only]

Prepared by and after recording return to:

Kasturi Bagchi, Esq.
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248.566.8554

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

(ENVESTR CAPITAL LLC)

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "First Amendment") is made as of September 20, 2016, but effective as of September 20, 2016, by **ENVESTR CAPITAL LLC**, an Illinois limited liability company having an address 12025 West Edgewood Drive, Homer Glen, Illinois 60491 ("Mortgagor"), in favor of **BC29, LLC**, a Michigan limited liability company, having an office at 280 North Old Woodward Avenue, Suite 104, Birmingham, Michigan 48009 ("Lender").

PRELIMINARY STATEMENT

A. Lender and Mortgagor are parties to that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated effective as of August 26, 2015, and recorded September 28, 2015, as Document No. 1527115035, in the office of the Recorder of Deeds, Cook County, Illinois (as same may be amended, restated or modified from time to time, the "Mortgage"); and that certain Restructure Agreement of even date herewith (the "Restructure Agreement").

B. In order to induce Lender to enter into the Restructure Agreement, Lender has required that Mortgagor execute and deliver this Second Amendment.

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C. This Second Amendment is being entered into in order to amend the Mortgage and secure the obligations of the Mortgagor and the Co-Borrowers (as hereinafter defined).

AGREEMENT

Accordingly, Mortgagor and Lender agree as follows:

1. The Mortgage is modified as follows:

- 1.1. Anything contained in the Mortgage to the contrary notwithstanding, any and all references to the Note shall now mean that certain Second Amended and Restated Term Note bearing an effective date of August 26, 2015, executed by Mortgagor and Co-Borrowers, as amended by the Restructure Agreement in favor of Lender and all extensions, renewals, modifications, substitutions or replacements (collectively, the "Note"), in which Note among other things the principal amount has increased from \$18,855,320.00 to \$20,080,915.00, with a maturity date of September 11, 2017, or the date of acceleration, whichever is the earlier to occur.
- 1.2. Anything contained in the Mortgage to the contrary notwithstanding, any and all references in the Mortgage to the term "Loan Agreement" shall be read to mean that certain First Amended and Restated Loan Agreement dated effective as of August 26, 2015, as amended by the Restructure Agreement of even date herewith, and any and all extensions, renewals, modifications, substitutions or replacements thereof.
- 1.3. Anything contained in the Mortgage to the contrary notwithstanding, any and all references in the Mortgage to the term "Indebtedness" shall now mean the following:
 - I. Payment of Twenty Million Eighty Thousand Nine Hundred Fifteen and 00/100 (\$20,080,915.00) Dollars, together with interest, costs and all other sums payable on that amount, to be paid according to the Second Amended and Restated Term Note with an effective date of August 26, 2015, as amended by the Restructure Agreement of even date herewith made by Mortgagor and 6000 Touhy Partners LLC, an Illinois limited liability company, RMWM Investors LLC, a Delaware limited liability company, SJI Partners LLC, an Illinois limited liability company, 5629 Cermak LLC, an Illinois limited liability company, and 111 Busse Partners, LLC, an Illinois limited liability company (the "Co-Borrower(s)"), payable to Lender and all extensions, renewals, modifications, substitutions or replacements (collectively, the "Note") and the First Amended and Restated Loan Agreement dated effective as of August 26, 2015, as amended by that certain Restructure Agreement of even date made by and among Mortgagor, Co-Borrowers and Lender and all amendments, modifications, renewals, substitutions or replacements thereof (collectively, the "Loan Agreement") and any other note(s), guaranty(ies), loan agreement(s), indemnity agreement(s) or other evidence(s) of indebtedness to Lender made as of the date of this Mortgage by the Mortgagor and/or any Co-Borrower and any and all extensions, renewals, modifications, substitutions or replacements

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thereof. This reference to a particular dollar amount does not in any way limit the dollar amount secured by this Mortgage.

- II. The payment of any and all amounts of any kind now owing or later to become due to the Lender from the Mortgagor and/or any Co-Borrower during the term of this Mortgage, however created or arising, whether under the obligations specified above or under any other existing or future instrument or agreement between the Mortgagor and/or any Co-Borrower and the Lender, or otherwise, and whether direct, indirect, primary, secondary, fixed, contingent, joint or several, due or to become due, together with interest, costs and all other sums on that amount and including, without limit, all present and future indebtedness or obligations of third parties to the Lender which is guaranteed by the Mortgagor and/or any Co-Borrower, and the present or future indebtedness originally owing by the Mortgagor and/or any Co-Borrower, to third parties and assigned by third parties to the Lender, and any and all renewals, extensions, modifications, substitutions or replacements of any of them.
- III. The performance of the covenants and obligations of Mortgagor and/or any Co-Borrower due or to become due to the Lender, including, without limit, those due under this Mortgage, and the repayment of all sums expended by the Lender in connection with performance of those covenants and obligations and the enforcement of this Mortgage.
- IV. This Mortgage secures the payment of the entire Indebtedness secured hereby; provided, however, that the total amount secured by this Mortgage (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed an amount equal to 200% of the face amount of the Note(s).
- 1.4. Anything contained in the Mortgage to the contrary notwithstanding, any and all references in the Mortgage to the term "Co-Borrower(s)" shall mean 6000 Touhy Partners LLC, an Illinois limited liability company, RMWM Investors LLC, a Delaware limited liability company, SJI Partners LLC, an Illinois limited liability company, 5629 Cermak LLC, an Illinois limited liability company, and 111 Busse Partners, LLC, an Illinois limited liability company.
- 1.5. If Mortgagor and/or any Co-Borrower fails to perform any obligations under this Mortgage as amended or any Loan Documents (as defined in the Loan Agreement) or if any action or proceeding is commenced which purports to affect the Mortgaged Property or any Collateral including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of environmental laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender, in Lender's discretion, may make such appearances, file such documents, disburse such sums and take such actions as Lender deems necessary to perform such obligations to protect Lender's interest. Any such amounts disbursed by Lender under this section will be secured by the Mortgage, will be added to, and become part of, the principal component of the Indebtedness, will be immediately due and payable and will bear interest from

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the date of disbursement until paid at the default rate set forth in the Note. Nothing herein will require Lender to incur any expense or take any action.

2. Mortgagor represents and agrees that:

2.1. Except as expressly modified in this First Amendment or otherwise disclosed in writing to Lender, the representations, warranties, and covenants set forth in the Mortgage and in each related document, agreement, and instrument remain true and correct, continue to be satisfied in all respects, and are legal, valid and binding obligations with the same force and effect as if entirely restated in this First Amendment.

2.2. When executed, this First Amendment will be a duly authorized, legal, valid, and binding obligation of Mortgagor enforceable in accordance with its terms. The Mortgage, as modified by this First Amendment, are ratified and confirmed and shall remain in full force and effect.

2.3. Execution of this First Amendment does not waive any default.

3. Except as specifically provided in this First Amendment, the terms and provisions of the Mortgage remain unchanged, and this First Amendment shall not impair the rights, remedies, and security given in and by the Mortgage. The terms of this First Amendment shall control any conflict between its terms and those of the Mortgage. In this First Amendment, capitalized terms used without definition have the meanings given them in the Mortgage unless such definition conflicts with the Loan Agreement, in which case, the Loan Agreement shall control.

4. Lender is authorized to file this First Amendment for recording in the public records and to place a notation on the Mortgage that it has been modified by this First Amendment.

5. Mortgagor shall pay Lender for all costs and expenses incurred in the preparation, execution, recording and enforcement of this First Amendment, including, but limited to increases in title insurance coverage as Lender shall deem necessary and appropriate. Mortgagor waives any claims it may have against Lender arising out of or related to the Mortgage through the date of execution of this First Amendment.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be signed by its duly authorized representatives as of the date first above written.

MORTGAGOR:

ENVESTR CAPITAL LLC,
an Illinois limited liability company

By: _____

Gus Dahleh

Its: Manager

LENDER:

BC29, LLC,
a Michigan limited liability company

By: _____

Its: Authorized Agent

Property of Cook County Clerk's Office

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MORTGAGOR:

ENVESTR CAPITAL LLC,
an Illinois limited liability company

By: _____
Gus Dahleh
Its: Manager

LENDER:

BC29, LLC,
a Michigan limited liability company

By: _____
JASON JARJOSA
Its: Authorized Agent

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Real property located in Cook County, State of Illinois more particularly described as:

LOT 5 IN LONGFIELD HILL SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1986 AS DOCUMENT NUMBER 86579889, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 2 Erin Lane, Burr Ridge, IL 60527-8903. The Real Property tax identification number is 18-19-100-014-0000.