

# UNOFFICIAL COPY

PREPARED BY AND  
WHEN RECORDED MAIL TO:  
HALLORAN & SAGE LLP  
ONE GOODWIN SQUARE  
225 ASYLUM STREET  
HARTFORD, CONNECTICUT 06103  
ATTENTION: JAMES P. MAHER, ESQ.



Doc# 1633516011 Fee \$50.00

SHSP FEE: \$9.00 RPRF FEE: \$1.00

MAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/30/2016 10:30 AM PG: 1 OF 7

*This space reserved for Recorder's use only.*

SPACE ABOVE LINE RESERVED FOR OFFICIAL RECORDER'S USE

## THIRD MORTGAGE MODIFICATION AGREEMENT

THIS THIRD MORTGAGE MODIFICATION AGREEMENT (this "Agreement"), is dated as of November 29, 2016, by and between JANKO ALICION SCHAUMBURG LLC, a Delaware limited liability company (hereinafter referred to as "Mortgagor"), whose address is c/o Janko Group, LLC, 1650 Lake Cook Road, Suite 130, Deerfield, Illinois, 60015, Attn: Gary Janko, for consideration received to its full satisfaction from U.S. BANK NATIONAL ASSOCIATION, a national banking association (hereinafter referred to as "Mortgagee"), whose address is One Federal Street, 9<sup>th</sup> Floor, Boston, Massachusetts 02110, Attention: Real Estate Banking Group.

WITNESSETH:

WHEREAS, Mortgagee is the holder of a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 31, 2011, and recorded with the Cook County Recorder of Deeds as Document No. 1125026025, as amended by that certain Mortgage Modification Agreement dated September 3, 2014 and made effective as of August 31, 2014 and recorded with the Cook County Recorder of Deeds as Document No. 1424747073, and by that certain Second Mortgage Modification Agreement dated August 31, 2016, and recorded with the Cook County Recorder of Deeds as Document No. 1624419274 (as the same may be further amended from time to time, the "Mortgage"), encumbering, inter alia, certain property

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situated in the City of Schaumburg, County of Cook, State of Illinois, and more particularly described on Schedule A attached hereto and incorporated herein and made a part of this document for all purposes, commonly known as 915-935 and 955 National Parkway, Schaumburg, IL 60173, together with the buildings, improvements and personal property located thereon (hereinafter collectively called the "Property"); and

WHEREAS, the Mortgage presently secures Mortgagor's obligations in respect of a certain mortgage loan in the maximum principal amount of up to \$8,411,710.28, which amount has been reduced to \$8,247,126.78 (the "Loan"), which Loan is evidenced by that certain Amended and Restated Promissory Note made by Mortgagor payable to the order of Mortgagee, in the original principal amount of \$8,411,710.28, dated September 3, 2014 and made effective as of August 31, 2014, as amended by that certain Fourth Omnibus Loan Extension and Modification Agreement dated August 31, 2016, and by that certain Fifth Omnibus Loan Extension and Modification Agreement dated of even date herewith, which, among other things, reduced the principal amount of the Note to \$8,247,126.78 (collectively, the "Note") and that certain Loan Agreement by and between Mortgagor and Mortgagee, as amended by a certain Omnibus Loan Modification Agreement dated August 23, 2012, that certain Second Omnibus Loan Modification Agreement dated August 27, 2013, and that certain Third Omnibus Loan Extension and Modification Agreement, dated September 3, 2014, and effective as of August 31, 2014, and that certain Fourth Omnibus Loan Extension and Modification Agreement dated August 31, 2016, and by the Fifth Omnibus Loan Extension and Modification Agreement dated November 29, 2016 (the "Fifth Modification"); and, collectively, the "Loan Agreement"); and

WHEREAS, pursuant to the Fifth Modification, Mortgagor and Mortgagee have agreed to, inter alia, extend the Term of the Loan and make certain other modifications are more particularly set forth in the Fifth Modification; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to secure the Loan and the Note; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby covenant and agree as follows:

1. Incorporation. The Recitals set forth at the beginning of this Agreement and any schedules attached hereto are hereby incorporated in and made a part of this Agreement by this reference.

2. Modifications to the Mortgage.

(a) The "THE CONDITION OF THIS MORTGAGE IS SUCH that:" paragraph on page 5 of the Mortgage is hereby amended and restated in its entirety as follows:

**"THE CONDITION OF THIS MORTGAGE IS SUCH that:**

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**WHEREAS**, Mortgagee has agreed to make to Mortgagor a loan in the maximum principal amount of up to **Eight Million Two Hundred Forty Seven Thousand One Hundred Twenty Six Dollars and 78/100 (\$8,247,126.78)** (the “**Loan**”), or so much thereof as may be advanced pursuant to the terms of that certain Loan Agreement of even date herewith between Mortgagor and Mortgagee, as amended by a certain Omnibus Loan Modification Agreement dated August 23, 2012, that certain Second Omnibus Loan Modification Agreement dated August 27, 2013, that certain Third Omnibus Loan Extension and Modification Agreement, dated September 3, 2014, and effective as of August 31, 2014, that certain Fourth Omnibus Loan Extension and Modification Agreement dated as of August 31, 2016, and that certain Fifth Omnibus Loan Extension and Modification Agreement dated as of November 29, 2016 (as the same may be amended, restated or supplemented from time to time, the “**Loan Agreement**”); which Loan is evidenced by that certain Amended and Restated Promissory Note dated September 3, 2014, and effective as of August 31, 2014, in the stated principal amount of \$8,411,710.28, as amended by that certain Fourth Omnibus Loan Extension and Modification Agreement dated as of August 31, 2016, and that certain Fifth Omnibus Loan Extension and Modification Agreement dated as of November 29, 2016, which, among other things, reduced the stated principal amount to \$8,247,126.78 (as the same may be further amended, restated or supplemented from time to time, and together with any notes given in substitution or replacement thereof, the “**Note**”), executed by Mortgagor in favor of Mortgagee, with interest at a variable rate equal to the Loan Rate, as determined in accordance with the Loan Agreement, both principal and interest being payable as therein provided and maturing on January 28, 2017;”

(c) All references to the “**Note**” in the Mortgage shall be deemed to mean and refer to the Note as defined in this Agreement.

(d) All references to the “**Loan Agreement**” in the Mortgage shall be deemed to mean and refer to the Loan Agreement as defined in this Agreement.

(e) All references to the “**Loan Documents**” in the Mortgage shall be deemed to mean and refer to the Loan Documents, as such Loan Documents may be modified by the Fifth Modification.

3. No Other Changes or Modification. Nothing contained in this Agreement shall be deemed to impair in any manner the validity or enforceability or priority of the Mortgage or the lien thereof.

4. Confirmation and Reaffirmation. All of the terms, covenants, conditions, waivers and consents contained in the Mortgage, as hereby amended, are and shall remain in full force and effect. The Mortgage, as amended to date, the indebtedness evidenced and secured thereby and the security provided thereby are hereby ratified and confirmed, and each and every grant, provision, covenant, condition, obligation, right and power contained therein or existing with respect thereto shall continue in full force and effect. Mortgagor hereby acknowledges and agrees that the Mortgage, as amended, are enforceable against the Mortgagor and against the Property in accordance with their terms.

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## 5. Miscellaneous.

(a) The caption and section headings in this Agreement are for convenience only and are not intended to define, alter, limit or enlarge in any way the scope of the meaning of this Agreement or any term or provisions set forth in this Agreement.

(b) The Recitals set forth at the beginning of this Agreement and any schedules attached hereto are hereby incorporated in and made a part of this Agreement by this reference.

(c) This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which shall collectively constitute a single agreement, fully binding and enforceable against the parties hereto.

(d) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement and obligations of such parties hereunder are and at all times shall be deemed to be for the exclusive benefit of such parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, and nothing set forth herein shall be deemed to be for the benefit of any other person.

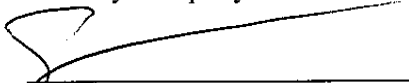
(e) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

[Remainder of page intentionally blank; signature page follows.]

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed under seal and intending to be legally bound as of the day and year first above written.

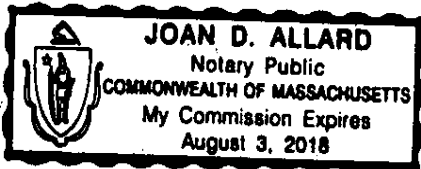
JANKO ALCION SCHAUMBURG LLC, a Delaware limited liability company

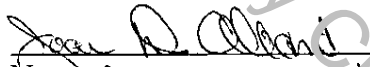
By:   
Name: EUGENE DEFAYVO  
Its Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS :  
: SS  
COUNTY OF SUFFOLK :

On November 28<sup>th</sup>, 2016, before me, the undersigned officer, personally appeared Eugene DeFauvo, Authorized Signatory of Janko Alcion Schaumburg LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.



  
Name: Joan D. Allard  
Notary Public  
My Commission Expires: 8-03-2018

[Signature/acknowledgement page to Third Mortgage Modification Agreement]



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## Schedule A

[Legal Description]

### PARCEL 1:

LOT 2 IN OXFORD CAPITAL PARTNER'S RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN ANDERSON'S THIRD RESUBDIVISION, A RESUBDIVISION OF PART OF LOT 2 IN ANDERSON'S SECOND RESUBDIVISION, A RESUBDIVISION OF ANDERSON'S RESUBDIVISION OF PART OF LOT 11 IN ANDERSON'S WOODFIELD PARK, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 20.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 20.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

A PERMANENT, NON-EXCLUSIVE RECIPROCAL EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS AND PARKING AS DESCRIBED IN THE RECIPROCAL EASEMENT AGREEMENT FOR ACCESS AND PARKING RECORDED IN DOCUMENT NO. 0408918051, COOK COUNTY RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

### PARCEL 3:

A PERMANENT, NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM EAST WOODFIELD ROAD AS DESCRIBED IN THE EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 0010457075, COOK COUNTY, RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

PIN 07-13-101-013-000

Commonly known as:

915-935 and 955 National Parkway  
Schaumburg, IL 60173