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Prepared by and after recording return to:

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Jerrold M. Peven, Esq.
Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/27/2016 02:50 PM PG: 1 OF 9

MORTGAGE AND OTHER LOAN DOCUMENTS MODIFICATION AGREEMENT

THIS MORTGAGE AND OTHER LOAN DOCUMENTS MODIFICATION AGREEMENT (this "Agreement") is made as of December 21, 2016, by and between **GREEN ACRES COUNTRY CLUB**, an Illinois not-for-profit corporation ("Borrower") and **JPMORGAN CHASE BANK, N.A.**, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender heretofore made a loan to Borrower in the original principal amount of Fifteen Million Five Hundred Eighty-Seven Thousand Three Hundred Seventy-Five and 83/100 Dollars (\$15,587,375.83) (the "Loan"), pursuant to the terms and conditions set forth in a certain Amended and Restated Loan Agreement, dated as of September 1, 2015, by and between Borrower and Lender (as amended, restated or replaced from time to time, the "Loan Agreement"). The Loan is evidenced by a certain Amended, Restated and Consolidated Term Note, dated as of September 1, 2015, made by Borrower and payable to the order of Lender in the original principal amount of Fifteen Million Five Hundred Eighty-Seven Thousand Three Hundred Seventy-Five and 83/100 Dollars (\$15,587,375.83) (as amended, restated or replaced from time to time, the "Note").

B. The Loan is secured by, among other things, (i) a certain Second Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of September 1, 2015, made by Borrower in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 18, 2015, as Document No. 1526101002 and re-recorded in the Recorder's Office on January 11, 2016 as Document No. 1601116019 (as amended, restated or replaced from time to time, the "Mortgage"), which Mortgage, as of the date hereof, encumbers all of Borrowers' right, title and interest in and to that real property described on **Exhibit A** attached hereto, and all buildings and other improvements now or hereafter constructed thereon (collectively, the "Original Premises"), (ii) that certain Second Amended and Restated Assignment of Rents and Leases, dated as of September 1, 2015, made by Borrower in favor of Lender and recorded in the Recorder's Office on September 18, 2015 as Document No. 1526101003 and re-recorded in the Recorder's Office on January 11, 2016 as Document No. 1601116020 (as amended, restated or replaced from time to time, the "Assignment of Leases"); (iii) that certain Second Amended and Restated Security

4824-2555-9357.2
113261000002

CCRD REVIEWER

[Signature]
Mod. Horton Ag.

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Agreement, dated as of September 1, 2015, made by Borrower in favor of Lender (as amended, restated or replaced from time to time, the "Security Agreement"); (iv) that certain Amended and Restated Environmental Indemnity Agreement, dated as of September 1, 2015, made by Borrower in favor of Lender (as amended, restated or replaced from time to time, the "Indemnity Agreement"); and (v) certain other loan documents. The Loan Agreement, the Note, the Mortgage, the Indemnity Agreement, the Assignment of Leases, the Security Agreement, and all of the other documents evidencing, securing and guaranteeing the Loan or which otherwise have been delivered to Lender in connection with the Loan, in their original form and as amended, restated or replaced from time to time, are sometimes collectively referred to herein as the "Loan Documents".

C. Pursuant to that certain Quitclaim Deed dated as of May 10, 1996 and recorded with the Recorder's Office on June 4, 1996 as Document No. 96-423306, Union Pacific Railroad Company deeded the Additional Premises (as defined below) to Borrower. Borrower and Lender have agreed that the Additional Premises shall serve as collateral for the Loan.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Additional Premises. Borrower hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Lender, its successors and assigns, and grants a security interest in, the real property legally described on **Exhibit B** attached hereto and made a part hereof and all buildings and other improvements now or hereafter constructed thereon (the "Additional Premises"). Borrower agrees that the Additional Premises are mortgaged and assigned to Lender to the same extent and with the same effect as though said property had been fully described in the Loan Documents when executed. The "Premises", as defined in the Mortgage, the Loan Agreement, and the Assignment of Leases, shall be deemed to be the Original Premises legally described on **Exhibit A** attached hereto together with the Additional Premises legally described on **Exhibit B** attached hereto, and the "Property", as defined in the Indemnity Agreement, shall be deemed to be the Original Premises legally described on **Exhibit A** attached hereto together with the Additional Premises legally described on **Exhibit B** attached hereto.

3. Representations and Warranties. Borrower represents and warrants to Lender that Borrower is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Agreement. The execution and delivery of this Agreement has been duly authorized by all requisite action by or on behalf of Borrower.

4. Costs and Expenses. Lender shall cause this Agreement to be recorded with the Recorder's Office, and shall pay the cost thereof. Each party hereto shall pay its own respective legal counsel's fees with respect to the drafting, review, and negotiation of this Agreement.

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5. Binding Effect. The Loan Documents as modified herein shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and assigns.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflicts of law principles.

7. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

8. Captions. The captions and headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

9. Limited Modification. Except to the limited extent expressly provided herein, the Loan Documents shall remain unmodified.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the parties hereto have executed this Mortgage And Other Loan Documents Modification Agreement dated as of the day and year first above written.

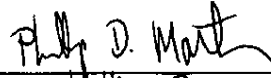
BORROWER:

LENDER:

GREEN ACRES COUNTRY CLUB, an Illinois not-for-profit corporation

JPMORGAN CHASE BANK, N.A., a national banking association

By: 
Name: CRAG H. GERSTEIN
Title: President

By: 
Name: Phillip D. Martin
Title: Managing Director

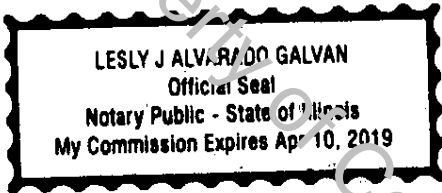
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that CRAIG GERATEIA, the President of **GREEN ACRES COUNTRY CLUB**, an Illinois not-for-profit corporation, who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of December, 2016.



[Signature]
Notary Public
My Commission Expires:
APR. 10, 2019
IL DRIVER LIC.
USED. G62310870033

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Phillip D. Martin, the Manager of JPMORGAN CHASE BANK, N.A., a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of December, 2016.

Mary Alice Flavin
NOTARY PUBLIC

(SEAL)



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EXHIBIT A

THE ORIGINAL PREMISES

PARCEL 1:

LOT 1 IN THE PLAT OF CONSOLIDATION OF GREEN ACRES COUNTRY CLUB, BEING LOCATED IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0627012090 IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 22 MINUTES 42 SECONDS EAST, (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES SYSTEM, NAD83, EAST ZONE), ALONG THE MOST WESTERLY LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF LEE ROAD, PER SAID PLAT OF CONSOLIDATION, 30.14 FEET; THENCE SOUTH 68 DEGREES 56 MINUTES 23 SECONDS EAST, 71.26 FEET, TO A POINT ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 68 (DUNDEE ROAD), PER SAID PLAT OF CONSOLIDATION; THENCE SOUTH 89 DEGREES 35 MINUTES 41 SECONDS EAST, ALONG THE LAST DESCRIBED PARALLEL LINE, 249.07 FEET TO A POINT ON AN EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, ALONG SAID EAST LINE, 5.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH RIGHT OF WAY OF SAID ILLINOIS ROUTE 68; THENCE NORTH 89 DEGREES 35 MINUTES 41 SECONDS WEST, ALONG THE LAST DESCRIBED LINE 315.73 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY COOK AND STATE OF ILLINOIS.

Address: 834, 846 and 916 Dundee Rd.
Northbrook, Illinois

P.I.N.: 04-02-300-046-0000

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE 1249.9 FEET (RECORDED) EAST COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 33 FEET PERPENDICULAR TO THE LAST DESCRIBED LINE (THE 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION WAS TAKEN FOR DUNDEE ROAD BY THE STATE OF ILLINOIS) TO THE POINT OF SAID BEGINNING; THENCE NORTH 00 DEGREES, 01 MINUTES, 40 SECONDS WEST 317.12 FEET TO A MONUMENT, AN IRON PIPE; THENCE 99.89 FEET NORTH 89 DEGREES, 54

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MINUTES 08 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 69.99 FEET SOUTH 00 DEGREES, 03 MINUTES, 17 SECONDS EAST TO THE INTERSECTION WITH A NON-TANGENTIAL CURVE CONVEX TO THE NORTHEAST WITH A RADIUS OF 50.49 FEET, AN ARC OF 78.54 FEET AND A CHORD OF 70.86 FEET WITH A BEARING OF SOUTH 44 DEGREES, 43 MINUTES, 11 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 50.07 FEET SOUTH 00 DEGREES, 04 MINUTES, 33 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 146.89 FEET SOUTH 00 DEGREES, 04 MINUTES, 42 SECONDS EAST TO THE INTERSECTION OF A LINE PARALLEL WITH AND 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION; THENCE WEST 149.93 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING OF THIS TRACT OF LAND.

P.I.N.: 04-02-301-007-0000

Address: 1002 Dundee Rd.
Northbrook, Illinois

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE 1099.9 FEET (RECORDED) EAST COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 33 FEET PERPENDICULAR TO THE LAST DESCRIBED LINE (THE 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION WAS TAKEN FOR DUNDEE ROAD BY THE STATE OF ILLINOIS) TO THE POINT OF SAID BEGINNING; THENCE NORTH 00 DEGREES, 02 MINUTES, 26 SECONDS WEST 317.00 FEET (RECORDED) TO A MONUMENT, AN IRON PIPE; THENCE 150.01 FEET NORTH 89 DEGREES, 57 MINUTES, 08 SECONDS EAST TO A MONUMENT, AN IRON PIPE; THENCE 317.12 FEET SOUTH 00 DEGREES, 01 MINUTES, 40 SECONDS EAST TO THE INTERSECTION OF A LINE PARALLEL WITH AND 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION; THENCE WEST 149.92 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING OF THIS TRACT OF LAND.

P.I.N: 04-02-301-014-0000

Address: 1002 Dundee Rd.
Northbrook, Illinois

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EXHIBIT B

THE ADDITIONAL PREMISES

THAT PART OF UNION PACIFIC RAILROAD COMPANY'S RIGHT OF WAY, LOCATED IN THE SOUTH HALF OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THAT PART THEREOF LYING WESTERLY OF A LINE DRAWN 30.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE WEST MAIN TRACK OF SAID RAILROAD, AND LYING SOUTH OF THE SOUTH LINE OF THE ILLINOIS TOLL HIGHWAY, AND LYING NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 2, IN COOK COUNTY, ILLINOIS.

P.I.N: 04-02-500-002-0000; 04-02-500-006-0000

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