

UNOFFICIAL COPY

This Document Prepared by
and after Recording Return to:

Gary E. Green
CLARK HILL PLC
130 E. Randolph St.
Suite 3900
Chicago, IL 60601



1700919262

Doc# 1700919262 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/09/2017 02:55 PM PG: 1 OF 6

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

THIS SECOND AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (the "**Amendment**") is made as of January 3, 2017, by and between **ABE HOLDINGS LLC**, an Illinois limited liability company, as mortgagor (the "**Mortgagor**"), having its principal place of business at 20012 West South Arsenal Road, Wilmington, Illinois 60481, and **MB FINANCIAL BANK, N.A.**, a national banking association, its successors and assigns, having an address at 6111 North River Road, Rosemont, Illinois 60018, as mortgagee ("**Lender**").

RECITALS:

A. To secure, among other things, payment and performance of (i) that certain Promissory Note made by Mortgagor in favor of Lender dated October 16, 2015 in the principal amount of \$9,900,000, which promissory note was amended and restated (and increased in principal amount) by that certain Amended and Restated Promissory Note dated July 29, 2016 in the principal amount of \$10,500,000.00, which evidences loans made by Lender to Mortgagor, and (ii) that certain Construction Loan Agreement dated October 16, 2015 and as amended by the First Amendment to Construction Loan Agreement and Other Documents dated July 29, 2016 and the Second Amendment to Construction Loan Agreement and Other Documents dated October 5, 2016 made by Mortgagor and Lender in connection with such loans, Mortgagor executed in favor of Lender that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated October 16, 2015, and recorded October 21, 2015 with the Cook County Recorder as Document No. 1529457271, as amended by a Corrected Mortgage to Amend Exhibit B Thereto recorded November 9, 2015 with the Cook County Recorder as Document No. 1531318054 and as amended by the First Amendment to Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated July 29, 2016, and recorded September 7, 2016 with the Cook County Recorder of Deeds as Document No. 1625157090 (collectively the "**Mortgage**"), which Mortgage encumbers, among other things, the real property described in Exhibit A attached hereto.

UNOFFICIAL COPY

B. At Mortgagor's request, Lender has agreed to increase the loan amount available under the Construction Loan Agreement. In connection therewith, Mortgagor and Lender desire to amend the Mortgage as provided below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between Mortgagor and Lender as follows:

1. The definition of Note set forth in paragraph 1 of Recital A of the Mortgage is hereby amended to mean that certain Second Amended and Restated Promissory Note made by Mortgagor in favor of Lender of even date herewith in the principal amount of \$11,610,000.00 and which provides for a variable rate of interest, as the same may be further amended, restated, replaced, supplemented, or otherwise modified from time to time.

2. The definition of Loan set forth in paragraph 1 of Recital A of the Mortgage is hereby amended to mean the loan evidenced by the Second Amended and Restated Promissory Note referred to above.

3. The definition of Indemnity set forth in paragraph 5 of Recital A of the Mortgage is hereby amended to mean that certain Environmental Indemnity Agreement dated October 16, 2015 made by Mortgagor in favor of Lender, as amended by that certain First Amendment to Construction Loan Agreement and Other Documents dated as of July 29, 2016, as further amended by that certain Second Amendment to Construction Loan Agreement and Other Documents dated as of October 5, 2016, and as further amended by that certain Third Amendment to Construction Loan Agreement and Other Documents dated as of the date hereof executed by Mortgagor and Lender.

4. Section 9.11 of the Mortgage is hereby amended to replace "Twenty-One Million and 00/100 Dollars (\$21,000,000.00)" where it appears therein with "Twenty-Two Million One Hundred Thousand and 00/100 Dollars (\$22,100,000.00)".

5. Except as amended hereby, the Mortgage remains in full force and effect and is hereby ratified and affirmed.

6. This Amendment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g., "pdf," "tif" or similar file formats) shall be effective as delivery of a manually executed counterpart of this Amendment.

*****SIGNATURES INTENTIONALLY FOLLOW ON NEXT PAGE*****

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Amendment has been executed under seal by Mortgagor as of the day and year first above written.

MORTGAGOR:

ABE Holdings LLC, an Illinois limited liability company

By: *Joshua H. Cooley*
Joshua H. Cooley, its Manager

STATE OF Illinois)
COUNTY OF Will)

Before me the undersigned, a Notary Public in and for Will County, State of Illinois, personally appeared Joshua H. Cooley, the Manager of ABE Holdings LLC, an Illinois limited liability company (the "LLC"), personally known to me to be the same person whose name is subscribed to the foregoing document as the Manager of the LLC, appeared before me on this date in person and acknowledged that he signed and delivered the said document as his own free and voluntary act and as the free and voluntary act of the LLC for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 7th day of December, 2016.

My commission expires: 10/23/19

[SEAL]



Misty Hudek Giordano Totzke
NOTARY PUBLIC
Misty Hudek Giordano Totzke
Printed Name

UNOFFICIAL COPY

LENDER:

MB Financial Bank, N.A., a national banking association

By: Mark J. Stanton

Its: Senior Vice President

STATE OF Illinois)
)
COUNTY OF Kane)

Before me the undersigned, a Notary Public in and for Kane County, State of Illinois, personally appeared Mark Stanton, the Senior Vice President of MB Financial Bank, N.A., a national banking association (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing document as the Senior Vice President of the Bank, appeared before me on this date in person and acknowledged that he signed and delivered the said document as his own free and voluntary act and as the free and voluntary act of the Bank for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 17th day of December, 2016.

My commission expires: 1/26/2020



Leigh R. Smith
NOTARY PUBLIC

Leigh R. Smith
Printed Name

UNOFFICIAL COPY

EXHIBIT A – LEGAL DESCRIPTION OF LAND

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE CHICAGO AND WESTERN INDIANA BELT RAILROAD RIGHT-OF-WAY IN WABASH ADDITION TO CHICAGO, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1890, AS DOCUMENT NUMBER 1269284, WITH THE EAST LINE OF THE WEST HALF OF VACATED SACRAMENTO AVENUE; THENCE SOUTH 1 DEGREE 39 MINUTES 4 SECONDS EAST, ALONG SAID EAST LINE, 1121.20 FEET TO THE NORTH LINE OF THE SOUTH 174.00 FEET OF BLOCKS 12 AND 13 IN SAID WABASH ADDITION TO CHICAGO; THENCE SOUTH 88 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG SAID NORTH LINE, 764.77 FEET TO THE WEST LINE OF THE EAST HALF OF VACATED ALBANY AVENUE IN THE RESUBDIVISION OF PARTS OF BLOCKS 13 AND 14 AND PARTS OF STREETS AND ALLEYS VACATED BY CIRCUIT COURT DECREE DATED JUNE 26, 1963, CASE NUMBER 59C4112 IN SAID WABASH ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1966, AS DOCUMENT NUMBER 20017948; THENCE NORTH 1 DEGREE 40 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 457.04 FEET TO THE SOUTH LINE OF THE NORTH HALF OF VACATED 76TH STREET; THENCE SOUTH 88 DEGREES 22 MINUTES 37 SECONDS WEST, ALONG SAID SOUTH LINE, 236.00 FEET TO THE WEST LINE OF THE EAST HALF OF VACATED TROY STREET; THENCE NORTH 1 DEGREE 40 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 664.02 FEET TO AFORESAID SOUTH LINE OF THE CHICAGO AND WESTERN INDIANA BELT RAILROAD RIGHT-OF-WAY; THENCE NORTH 88 DEGREES 22 MINUTES 21 SECONDS EAST, ALONG SAID SOUTH LINE, 1001.33 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

19-25-301-001-0000
19-25-302-001-0000
19-25-303-001-0000
19-25-310-005-0000
19-25-310-006-0000
19-25-310-012-0000
19-25-310-013-0000

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 14 IN WABASH ADDITION TO CHICAGO, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER ACCORDING TO

UNOFFICIAL COPY

THE PLAT THEREOF RECORDED MAY 14, 1890, AS DOCUMENT NUMBER 1269284; THENCE NORTH 1 DEGREE 40 MINUTES 45 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK 4, BEING ALSO THE EAST LINE OF TROY STREET, 631.02 FEET TO THE SOUTH LINE OF THE NORTH HALF OF 76TH STREET; THENCE NORTH 88 DEGREES 22 MINUTES 37 SECONDS EAST, ALONG SAID SOUTH LINE, 203.00 FEET TO THE WEST LINE OF THE EAST HALF OF VACATED ALBANY AVENUE IN THE RESUBDIVISION OF PARTS OF BLOCKS 13 AND 14 AND PARTS OF STREETS AND ALLEYS VACATED BY CIRCUIT COURT DECREE DATED JUNE 26, 1963, CASE NUMBER 59C4112 IN SAID WABASH ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1966, AS DOCUMENT NUMBER 20017948; THENCE SOUTH 1 DEGREE 40 MINUTES 45 SECONDS EAST, ALONG SAID WEST LINE, 457.04 FEET TO THE NORTH LINE OF THE SOUTH 174.00 FEET OF BLOCKS 12 AND 13 IN SAID WABASH ADDITION TO CHICAGO; THENCE NORTH 88 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID NORTH LINE, 764.77 FEET TO THE EAST LINE OF THE WEST HALF OF VACATED SACRAMENTO AVENUE IN SAID WABASH ADDITION TO CHICAGO; THENCE SOUTH 1 DEGREE 39 MINUTES 4 SECONDS EAST, ALONG SAID EAST LINE, 139.00 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 52 SECONDS EAST 18.00 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF AFORESAID VACATED SACRAMENTO AVENUE; THENCE SOUTH 1 DEGREE 39 MINUTES 4 SECONDS EAST, ALONG SAID WEST LINE, 35.00 FEET TO THE NORTH LINE OF 77TH STREET; THENCE SOUTH 88 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG SAID NORTH LINE, 985.69 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

19-25-310-002-0000
19-25-310-003-0000
19-25-310-004-0000
19-25-310-008-0000
19-25-310-009-0000
19-25-310-010-0000
19-25-310-015-0000

Commonly Known As: 3000 W. 77th Street, Chicago, Illinois