

UNOFFICIAL COPY



1709015112

Doc# 1709015112 Fee \$56.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/31/2017 01:27 PM PG: 1 OF 10

Recording Requested by:

Paul A. Renno, Esq.

When Recorded, Mail to:

Kathy Ratliff
PNC Real Estate
575 Market Street, 28th Floor
San Francisco, CA 94105

210441

FOR VALUE RECEIVED, THIS MODIFICATION OF LEASEHOLD MORTGAGE (the "Agreement") is dated the first day of March, 2017, and made effective as of recording of this Agreement (the "Effective Date") by and between **LAKE PARK CRESCENT ASSOCIATES I.L.P.**, an Illinois limited partnership, (together with its successors and assigns, the "Mortgagor") and **PNC BANK, N.A.**, a national banking association (together with its successors and assigns, the "Mortgagee") and, successor in interest by merger to **MIDLAND LOAN SERVICES, INC.**, a Delaware Corporation, as assignee from **CAPSTONE REALTY ADVISORS, LLC**, an Ohio limited liability company, successor in interest to **PFC CORPORATION**, a Delaware corporation approved by the **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** ("HUD"),

WITNESSETH:

WHEREAS, the Mortgagor is the leaseholder of certain real property located in the City of Chicago, County of Cook, State of Illinois, as further described in Exhibit A attached hereto, on which is constructed a certain apartment project, known as Lake Park Crescent, FHA Project No. 071-35700, hereinafter referred to as the "Project";

WHEREAS, Mortgagor, executed a certain Mortgage Note dated April 1, 2003 in favor of the PFC Corporation, a Delaware corporation and a predecessor-in-interest to Mortgagee, in the original principal amount of Five Million Two Hundred Eighty-One Thousand Eight Hundred and 00/100ths Dollars (\$5,281,800.00), with an outstanding principal balance as of making a payment on the last day of March, 2017, of Four Million Six Hundred Seventy-Eight Thousand Two Hundred Eighty and 10/100ths Dollars (\$4,678,280.10), and insured by the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner ("HUD") under Section 221(d)(4) the National Housing Act of 1934, as amended (the "Note"). The Note is secured by a Leasehold Mortgage dated as of April 1, 2003 and recorded on April 11, 2003 in the Cook County Recorder, State of Illinois, as document number 0030492899 (the "Mortgage");

UNOFFICIAL COPY

WHEREAS, in conjunction with the terms of that certain Modification of Mortgage Note (the "Note Modification") of even date herewith, the Mortgagor and Mortgagee have agreed to modify the Mortgage; and

NOW, THEREFORE, for and in consideration of the above premises, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulation hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:

1. The foregoing recitals are hereby incorporated by reference as if set forth fully herein. All capitalized terms not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Mortgage.

2. The second paragraph on the first page of the Mortgage which begins with "WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee . . ." and concludes with "...all extensions thereof; however evidenced" is hereby deleted in its entirety and replaced with the following paragraph:

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal sum of Five Million Two Hundred Eighty-One Thousand Eight Hundred and 00/100ths Dollars (\$5,281,800.00), evidenced by its note of even date herewith, bearing interest from date on outstanding balances at Five and 75/100ths per centum (5.75%) per annum through and until the last day of March, 2017, and thereafter, commencing on April 1, 2017, through and until paid in full at the rate of Three and 75/100ths per centum (3.75%) per annum, and said principal and interest being payable in monthly installments as provided in said note with a final maturity of January 1, 2045. Said note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

3. Nothing herein contained shall in any way impair the Note, as modified by the Note Modification, or the security now held for the indebtedness evidenced by the Note, as modified by the Note Modification, or alter, waive, annul, vary or affect any provision, covenant or condition of the Mortgage or the regulatory agreement executed by the Mortgagor and HUD and recorded in the Cook County recorder of even date with the Mortgage as document number 0030492900 (the "HUD Regulatory Agreement"), the terms of which shall be incorporated to this Agreement as though set forth fully herein, or the security agreement, if any, executed by the Mortgagor and Mortgagee of even date with the Mortgage (together with the corresponding Uniform Commercial Code (UCC) Financing Statements, the "Security Agreement"), except as specifically modified and amended herein, nor affect or impair any rights, powers or remedies of the holder under the Note, as modified by the Note Modification, and Mortgage, as amended by this Agreement, or the HUD Regulatory Agreement or Security Agreement, nor create a novation or new agreement by and between the parties thereto, it being the intent of the parties to this Agreement that all of the terms, covenants, conditions and agreements of the Note, the Mortgage, the HUD Regulatory Agreement and the Security Agreement are expressly approved, ratified and confirmed, shall continue and remain in full force and effect except as modified hereby or by the Note Modification and that the lien of the Mortgage and the encumbrance of the HUD Regulatory Agreement on the Project and the priority thereof shall be unchanged.

UNOFFICIAL COPY

4. The Mortgagor hereby acknowledges and affirms to the Mortgagee that as of the Effective Date of this Agreement, there are no counter-claims, defenses or set-offs, whether legal or equitable, to the Mortgagor's obligations under either the Mortgage or the Note, and the Mortgagor hereby waives the right to assert or raise any such counter-claims, defenses or set-offs which the Mortgagor may have had with respect to any suit, proceeding or foreclosure action under the Mortgage that the Mortgagor, or any of its predecessors in interest in and to the Note, Mortgage or any other documents executed by the Mortgagor and/or Mortgagee in connection with the indebtedness described herein may or could have brought against the Mortgagee prior to the Effective Date of this Agreement. Mortgagor affirms and covenants that it is the maker of the Note and mortgagor of the Mortgage, and the entity whose signature is affixed to this Agreement, the Note, Mortgage, Regulatory Agreement and any other documents executed in connection with the loan evidenced by the Note is one and the same and Mortgagor is duly bound thereby.

5. Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

6. The Mortgage, as modified by this Agreement, may not be further modified except by an instrument in writing executed by each Mortgagor, Mortgagee and HUD.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

8. This Agreement may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one Agreement.

9. The Mortgagor and Mortgagee acknowledge and agree that the terms of this Agreement are subject to the approval of HUD, which approval shall be evidenced by the written consent of HUD affixed to this Agreement.

10. Nothing in this Agreement shall waive, compromise, impair or prejudice any right HUD may have to seek judicial recourse of any breach of the HUD Regulatory Agreement, which breach may have occurred prior to or may occur subsequent to the date of this Agreement. In the event that HUD initiates an action for breach of the HUD Regulatory Agreement and recovers funds, either on HUD's own behalf or on behalf of the Project or Mortgagor, those funds may be applied, at the discretion of HUD, to payment of the delinquent amounts due under the Note or the Mortgage or as a partial prepayment of the Note.

11. Mortgagor hereby acknowledges and affirms to Mortgagee that as of the Effective Date of this Agreement, Mortgagor is in compliance with all of Mortgagor's obligations under the Loan Documents.

UNOFFICIAL COPY

12. In addition to the modifications stated herein, the parties hereto acknowledge and agree that for the period of the indebtedness described herein on and after April 1, 2017, all the documents related to the Note and Mortgage and delivered in connection with the closing of the related loan, including but not limited to the Assignment of Rents and Leases dated as of April 1, 2003 and recorded on April 11, 2003 in the Cook County Recorder as document number 0030492901, are hereby modified and amended to change any and all reference to the interest rate from Five and 75/100ths per centum (5.75%) per annum to Three and 75/100ths per centum (3.75%) per annum.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Agreement to be executed as of the Effective Date above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Property of Cook County Clerk's Office

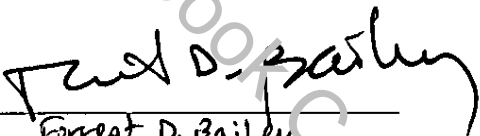
UNOFFICIAL COPY

MORTGAGOR:

LAKE PARK CRESCENT ASSOCIATES I L.P.,
an Illinois limited partnership

By: LAKE PARK CRESCENT GP I LLC,
an Illinois limited liability company
its General Partner

By: DRAPER AND KRAMER, INCORPORATED,
an Illinois corporation
its Sole Member

By: 
Name: Forrest D. Bailey
Title: President and CEO

[Acknowledgement Follows on Next Page]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook) ss

I, Shamiran Sarkis, notary public in and for said County in the State aforesaid, do hereby certify that Forrest D. Bailey, known to me to be the same person whose name is the President and CEO of Draner and Kramer, Incorporated, the Sole Member of Lake Park Crescent GP I, LLC, the General Partner of Lake Park Crescent Associate I, LP, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said entity, for the purposes therein set forth.

Given under my hand and notary seal this 28th day of March, 2017

Shamiran Sarkis
Notary Public

My commission expires: Oct. 5, 2017



[Signatures and acknowledgements follow on next page]

UNOFFICIAL COPY

MORTGAGEE:

PNC BANK, N.A.,
a national banking association

By: *Kathy Ratliff*
Name: Kathy J. Ratliff
Title: Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Francisco

)
) §
)

On March 13, 2017, before me, Monica Palomarez a Notary Public, personally appeared Kathy J. Ratliff who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Monica Palomarez
Signature of Notary
(Affix seal here)



[Signatures and acknowledgments follow on next page]

UNOFFICIAL COPY

EXHIBIT A Legal Description

***THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE, ENTERED INTO BY THE CHICAGO HOUSING AUTHORITY AND LAKE PARK CRESCENT ASSOCIATES I L.P., DATED APRIL 1, 2003, WHICH LEASE COMMENCES APRIL 1, 2003, AND TERMINATES MARCH 31, 2102, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0030492185, AND WHICH LEASE DEMISES THE LAND HEREINAFTER DESCRIBED (EXCEPT THE BUILDINGS AND IMPROVEMENTS THEREON), TO WIT:

LOTS 1, 2, 12, 13, 14, 15, 25 AND 26 IN BLOCK 1, LOTS 1, 2, 8 AND 9 IN BLOCK 2, AND LOT 1 AND OUTLOT A IN BLOCK 3, ALL IN LAKE PARK CRESCENT, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0030468270 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL NOW EXISTING OR HEREAFTER ERECTED BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND DESCRIBED IN PARCEL 1.***

PERMANENT REAL ESTATE INDEX NO. 20-02-115-015 (Lot 1 Block 3);
1061 E. 41st Place and 4117 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-115-043 (Outlot A Block 3)

PERMANENT REAL ESTATE INDEX NO. 20-02-126-001 (Lot 1 Block 1);
4001 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-126-002 (Lot 2 Block 1);
4007 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-126-012 (Lot 12 Block 1);
4029 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-126-013 (Lot 13 Block 1);
4035 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-126-014 (Lot 14 Block 1);
4036 S. Oakenwald Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-126-015 (Lot 15 Block 1);
4030 S. Oakenwald Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-126-025 (Lot 25 Block 1);
4006 S. Oakenwald Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-126-026 (Lot 26 Block 1);
4000 S. Oakenwald Avenue, Chicago, Illinois

UNOFFICIAL COPY

[continuation of Legal Description]

PERMANENT REAL ESTATE INDEX NO. 20-02-127-001 (Lot 1 Block 2);
4045 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-127-002 (Lot 2 Block 2);
4051 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-127-008 (Lot 8 Block 2);
4067 S. Lake Park Avenue, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NO. 20-02-127-009 (Lot 9 Block 2);
4071 S. Lake Park Avenue, Chicago, Illinois

[end of legal description]

Property of Cook County Clerk's Office