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RETURN TO:**

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Chicago, IL 60661
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Doc# 1721442029 Fee \$52.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/02/2017 11:44 AM PG: 1 OF 8

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

THIS THIRTEENTH AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is entered into as of July 21, 2017, effective as of June 30, 2017, by and between STERLING PARK DEVELOPMENT, L.L.C., an Illinois limited liability company ("Borrower"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank ("Lender").

RECITALS:

A. Pursuant to that certain Loan Agreement between Lender and Borrower, dated as of August 29, 2008 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender made a loan to Borrower in the original principal amount of \$12,500,000.00 (the "Loan"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

The Loan is evidenced and secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing made by Borrower to and for the benefit of Lender, dated as of August 29, 2008, recorded on September 8, 2008 in the Office of the Cook County, Illinois Recorder of Deeds (the "Recorder's Office") as Document No. 0825233074, as amended by (a) that certain First Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of September 27, 2010, but made to be effective as of August 29, 2010, and recorded on October 14, 2010 in the Recorder's Office as Document No. 1028733040, (b) that certain Second Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of February 28, 2011, but made to be

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effective as of January 31, 2011, and recorded on March 8, 2011 in the Recorder's Office as Document No. 1106735026, (c) that certain Third Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of March 27, 2012, but made to be effective as of January 31, 2012, and recorded on April 2, 2012 in the Recorder's Office as Document No. 1209333013, (d) that certain Fourth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of September 27, 2012 and recorded on April 1, 2013 in the Recorder's Office as Document No. 1309126113, (e) that certain Fifth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of March 20, 2013 and recorded on May 10, 2013 in the Recorder's Office as Document No. 1313012010, (f) that certain Sixth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of June 30, 2013 and recorded on October 4, 2013 in the Recorder's Office as Document No. 1327745054, (g) that certain Seventh Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of January 31, 2014 and recorded on April 16, 2014 in the Recorder's Office as Document No. 141064200, (h) that certain Eighth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of May 26, 2014 and recorded on July 17, 2014 in the Recorder's Office as Document No. 1419822039, (i) that certain Ninth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of September 18, 2014 and recorded on December 1, 2014 in the Recorder's Office as Document No. 1433510037, (j) that certain Tenth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of May 18, 2015, (k) that certain Eleventh Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of August 3, 2015, and (l) that certain Twelfth Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by and between Borrower and Lender, dated as of March 28, 2017 and recorded on April 7, 2017 in the Recorder's Office as Document No. 1710001032 (as amended, the "Original Mortgage") and encumbering that certain real property legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate"), and (ii) the other Loan Documents.

B. Borrower has requested that Lender agree to certain amendments to the Original Mortgage, as more particularly described in this Amendment.

C. Lender has agreed to such amendments to the Original Mortgage, on and subject to the terms of this Amendment.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein.

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2. **Amendments to Original Mortgage.** The Original Mortgage is hereby amended as follows:

The date "June 30, 2017" is hereby deleted and replaced with "September 30, 2017."

3. **Affirmation.** Except as expressly amended hereby, the Original Mortgage shall continue in full force and effect and Borrower hereby fully ratifies and reaffirms the Original Mortgage. All references in this Amendment, the Loan Agreement and the other Loan Documents to the Original Mortgage shall be a reference to the Original Mortgage as amended hereby and as further amended, restated, supplemented or extended from time to time. This Amendment shall constitute a Loan Document for purposes of the Loan Agreement and the other Loan Documents.

4. **No Waiver.** Except as expressly set forth herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Loan Agreement or any of the other Loan Documents or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, Lender reserves all rights, privileges and remedies under the Loan Documents.

5. **Counterparts.** This Amendment may be executed by one or more of the parties to this Amendment in any number of separate counterparts, each of which when so executed, shall be deemed an original and all said counterparts when taken together shall be deemed to constitute but one and the same instrument.

6. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of Borrower and its successors and assigns and Lender and its successors and assigns.

7. **Further Assurance.** Borrower hereby agrees from time to time, as and when requested by Lender, to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as Lender may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Amendment, the Loan Agreement and the other Loan Documents.

8. **GOVERNING LAW.** THIS AMENDMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT CHICAGO, ILLINOIS, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO THE CHOICE OF LAW OR CONFLICTS OF LAW PRINCIPLES OF THE STATE.

9. **Severability.** Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Amendment.

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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the date first set forth above.

BORROWER:

STERLING PARK DEVELOPMENT, L.L.C., an Illinois limited liability company

By: Royal Sterling Development, L.L.C., its manager

By: M Tessler
Name: Mordecai Tessler
Title: _____

LENDER:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: [Signature]
Name: Mark C. Spence
Title: Managing Director

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STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

On July 20, 2017, before me, SANDRA L. BALL, a Notary Public, personally appeared MORDECAI TESSLER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sandra L. Ball



STATE OF Illinois)
)
COUNTY OF COOK)

On July 24, 2017, before me, Monika Sarna, a Notary Public, personally appeared Mark Spears who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Monika Sarna



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: (ADMINISTRATION BUILDING PARCEL)

THAT PART OF LOTS 8, 9, 10, 11 AND 12 IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO. 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 489.02 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 38 SECONDS WEST A DISTANCE OF 179.02 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 195.37 FEET; THENCE NORTH 00 DEGREES 19 MINUTES AND 24 SECONDS EAST A DISTANCE OF 14.32 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 50.54 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST A DISTANCE OF 18.34 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 140.09 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.13 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 101.98 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE, THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE OF BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE; A DISTANCE OF 175.81 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: (PARKING GARAGE PARCEL)

THE WESTERLY 15 FEET OF LOT 14, AND LOTS 15 TO 42, BOTH INCLUSIVE, AND THE WEST 14 FEET OF LOT 43 IN BLOCK 12 ALSO THE VACATED EAST AND WEST ALLEY LYING SOUTH OF, AND ADJOINING THE WEST 14 FEET OF LOT 43 AND SOUTH OF LOTS 29 TO 42, BOTH INCLUSIVE, OF AFORESAID LOTS IN BLOCK 12 IN E.A. CUMMINGS AND COMPANY'S CENTRAL PARK AVENUE ADDITION BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION FOURTEEN (14) TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH THE NORTH FORTY (40) RODS THEREOF, AND NORTH OF THE NORTH LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD IN COOK COUNTY, ILLINOIS. SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 2.255 ACRES, MORE OR LESS.

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PARCEL 4: (ALLSTATE BUILDING PARCEL)

THAT PART OF LOTS 3, 4, 5, 6, LOT A AND THE VACATED EAST WEST 20 FOOT WIDE ALLEY ALL IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST 1904, AS DOCUMENT NO. 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6 IN BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 249.39 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF VACATED SPAULDING AVENUE, A DISTANCE OF 337.63 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 1, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD (FORMERLY KNOWN AS THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 1, ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 249.39 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE; THENCE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE OF LOT 6, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.62 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS. SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 1.933 ACRES, MORE OR LESS.

PARCEL 6: (KEDZIE PARCEL)

THAT PART OF LOTS 1, 2, 3, LOT A, LOT B AND THE VACATED EAST WEST 20 FOOT WIDE ALLEY, ALL IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1904, AS DOCUMENT 3635041, IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 1 ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 249.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG SAID NORTH LINE OF BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 346.43 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, ALSO BEING THE

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INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH KEDZIE AVENUE; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF SOUTH KEDZIE AVENUE, A DISTANCE OF 337.66 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 1, ALSO BEING THE NORTH LINE OF THE B. & O. C. T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 1, ALSO BEING SAID NORTH LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 347.87 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST ALONG A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.63 FEET TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

EASEMENTS IN FAVOR OF PARCELS REFERENCED ABOVE AS CREATED BY CROSS-EASEMENT AGREEMENT MADE BY AND BETWEEN THE HOMAN-ARTHINGTON FOUNDATION AND STERLING PARK DEVELOPMENT, L.L.C., DATED AUGUST 23, 2004 AND RECORDED OCTOBER 21, 2004, FOR: (i) VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS; (ii) USE AND OPERATION OF THE FIRE SUPPRESSION PUMP LOCATED ON ADJOINING PROPERTY; (iii) OPERATING, REPAIRING, REBUILDING, REPLACING AND MAINTAINING THE DOMESTIC WATER PUMP, PIPES AND RELATED EQUIPMENT LOCATED ON THE ADJOINING PROPERTY, (iv) ERECTING, INSTALLING AND MAINTAINING, CONSTRUCTION SCAFFOLDING AND BARRICADES DURING SUCH TIMES AS MAINTENANCE, REPAIR, RESTORATION OR CONSTRUCTION WORK IS BEING CONSTRUCTED ON THE SUBJECT PROPERTY; AND ANY EASEMENT AS OTHERWISE SET FORTH IN THE CROSS-EASEMENT AGREEMENT.

PARCEL 8:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED OPERATING AGREEMENT (GARDEN) DATED AUGUST 23, 2004 AND RECORDED OCTOBER 21, 2004 AS DOCUMENT NUMBER 0429516161 BY AND BETWEEN THE HOMAN-ARTHINGTON FOUNDATION AND STERLING PARK DEVELOPMENT, L.L.C., FOR THE RIGHT TO USE THE PROPERTY, AS DEFINED ON EXHIBIT A THEREIN, FOR SPECIAL EVENTS AND AS A "PARK" ENVIRONMENT.

PIN: 16-14-415-021-0000
 16-14-417-004-0000
 16-14-417-005-0000
 16-14-417-007-0000
 16-14-417-008-0000

Common Addresses: 3333 W. Arthington Street, Chicago, Illinois; 3245 W. Arthington Street,
 Chicago, Illinois

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