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Doc# 1721416446 Fee \$52.00

**RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:**

Gibson Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Aaron Beim, Esq.

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/02/2017 02:35 PM PG: 1 OF 8

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND FIXTURE FILING**

This **FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND FIXTURE FILING** (this "*Amendment*"), is made as of August 2, 2017, by and between **GLL PROPERTIES 444 NORTH MICHIGAN, L.P.**, a Delaware limited partnership, having its principal place of business at c/o GLL Real Estate Partners, Inc., 200 South Orange Avenue, #1375, Orlando, Florida 32801, as mortgagor ("*Borrower*"), and **PARLEX 5 FINCO, L.L.C.**, a Delaware limited liability company, having an address at c/o Blackstone Mortgage Trust, Inc., 345 Park Avenue, New York, New York 10154, as mortgagee (together with its successors and assigns, collectively, "*Lender*").

**RECITALS:**

WHEREAS, Lender previously extended to Borrower a loan (the "*Loan*") evidenced by that certain Promissory Note, dated as of July 11, 2014, executed by Borrower and payable to the order of Lender (the "*Note*"), in the stated principal amount of \$32,150,000.00, which Note is secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Leases and Fixture Filing, dated as of July 11, 2014 and recorded on July 14, 2014 as Doc No. 1419544048 in the Cook County Recorder of Deeds, State of Illinois, from Borrower in favor of Lender (the "*Original Security Instrument*"), which Original Security Instrument encumbers the real property situated in the City of Chicago, Cook County, State of Illinois, and more particularly described on Exhibit A attached hereto and made a part hereof, and the buildings, structures and other improvements now or hereafter located thereon; and

WHEREAS, Borrower and Lender desire to amend the Original Security Instrument upon and subject to the terms and conditions set forth herein.

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

1. Definitions. All capitalized terms used herein shall have the meanings ascribed to them in the Original Security Instrument, unless otherwise defined herein.

2. Amendment to Original Security Instrument. Borrower and Lender hereby amend the Original Security Instrument as follows:

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- (a) All references to the Security Instrument shall mean the Security Instrument as amended by this Amendment.
- (b) All instances of “Eighty-Two Million One Hundred and Fifty Thousand and No/100 Dollars (\$82,150,000.00)” set forth in the Original Security Instrument (including any such instances described in numerals only or in words only) and all references to the “Loan” or the “Loan Amount” shall be replaced with and mean “Eighty-Seven Million One Hundred and Fifty Thousand and No/100 Dollars (\$87,150,000.00).”
- (c) All references to the “Note” in the Original Security Instrument and herein shall refer to and mean that certain Amended and Restated Promissory Note in the restated principal amount of \$87,150,000.00, dated as of the date hereof, and executed by Borrower and payable to the order of Lender in evidence of the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time).
- (d) All references to the “Loan Agreement” or to any Loan Document shall mean the Loan Agreement or such other Loan document, in each case, as amended and ratified by that certain Omnibus Amendment to Loan Documents, dated as of the date hereof, by and among Borrower, Guarantor, Pledgor and Lender, and as each such Loan Document may be amended, restated, replaced, supplemented or otherwise modified from time to time.

3. Express Changes Only. Borrower and Lender intend hereby to amend the Original Security Instrument only as set forth herein, and Borrower and Lender hereby agree that, except as expressly amended hereby, all other terms and conditions of the Original Security Instrument are hereby confirmed and shall remain in full force and effect. Borrower hereby ratifies, confirms, reaffirms and approves the Original Security Instrument as modified by this Amendment, and its liabilities, waivers, agreements, covenants and obligations thereunder, and agrees that the same constitutes the valid and binding agreement of Borrower, enforceable against Borrower in accordance with its terms. Borrower confirms that the Original Security Instrument, as amended hereby, is and shall remain fully enforceable, unimpaired and effective to secure the obligations and liabilities secured thereby.

4. Incorporation of Terms of Security Instrument. All terms and provisions of the Original Security Instrument, unless specifically amended by this Amendment, are hereby deemed incorporated by reference herein.

5. Same Priority. This Amendment is not intended to be, nor shall it constitute, a novation of the Original Security Instrument. The parties intend that the lien of the Original Security Instrument, as amended hereby, shall continue with the same priority as the Original Security Instrument.

6. Governing Law. WITH RESPECT TO MATTERS RELATING TO THE ATTACHMENT, CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THE SECURITY INSTRUMENT, AS AMENDED BY THIS AMENDMENT, THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE

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STATE IN WHICH THE LAND IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) SHALL GOVERN ALL MATTERS RELATING TO THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Successors and Assigns; Joint and Several Liability. This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. If Borrower shall consist of more than one person or entity, the obligations of Borrower hereunder shall be joint and several.

8. Reaffirmation. Borrower hereby reaffirms the representations and warranties contained in the Original Security Instrument as of the date hereof, except (i) to the extent the subject matter of such representation or warranty relates to a particular date specified therein, in which case such representation shall be true and correct as of such specified date, or (ii) to the extent such representation or warranty is no longer true as a result of the passage of time and/or the conduct of Borrower, provided that Borrower has complied with the covenants contained in the Original Security Instrument.

9. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original as against the party whose signature appears thereon and all of which together shall constitute but one and the same document.

[SIGNATURE PAGE FOLLOWS]

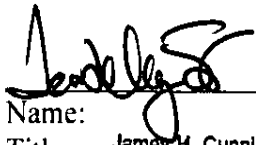
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IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

**BORROWER:**

**GLL PROPERTIES 444 NORTH MICHIGAN, L.P.,**  
a Delaware limited partnership

By: GLL Properties 444 North Michigan Corp.,  
a Delaware corporation, its General Partner

By:   
Name: \_\_\_\_\_  
Title: **James H. Cunningham, Jr.**  
**President and CFO**

By:   
Name: **J. Greer Cummings, Jr.**  
Title: **Assistant Secretary**

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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.

## ACKNOWLEDGMENT

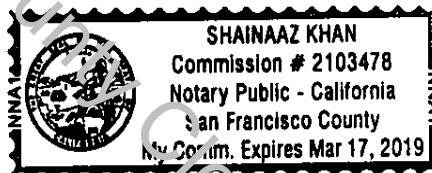
State of California

County of Contra Costa

On July 19, 2017 before me Shainaaz Khan, Notary Public, personally appeared James H. Cunningham, Jr., 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 he executed the same in his authorized capacity, and that by his 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.



Signature *Sh Khan* (Seal)

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## ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

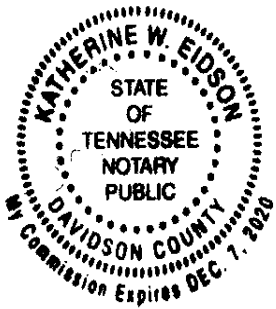
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of GLL Properties 444 North Michigan Corp., the General Partner of GLL Properties 444 North Michigan, L.P., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 Notary Public

STATE OF TENNESSEE )  
 ) ss.:  
 COUNTY OF DAVIDSON )

On the 20<sup>th</sup> day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared J. Green Cummings, Jr. the Assistant Secretary of GLL Properties 444 North Michigan Corp., the General Partner of GLL Properties 444 North Michigan, L.P., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

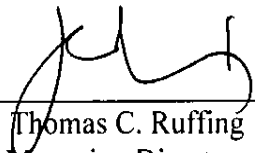
Katherine W. Gidson  
 Notary Public



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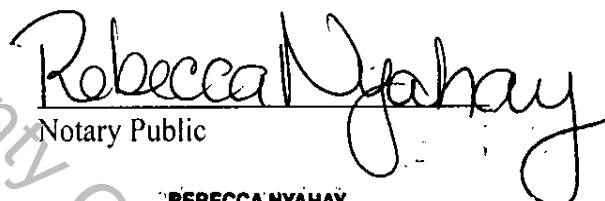
**LENDER:**

**PARLEX 5 FINCO, LLC,**  
a Delaware limited liability company

By:   
Name: Thomas C. Ruffing  
Title: Managing Director

STATE OF NEW YORK            )  
  ) ss.  
COUNTY OF NEW YORK        )

On the 19th day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas. C. Ruffing, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**REBECCA NYAHAY**  
Notary Public, State of New York  
No. 01NY6330934  
Qualified in New York County  
Commission Expires September 28, 2019

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## Exhibit A

### **Legal Description**

Lot 2 (except that part thereof conveyed, condemned or taken for street purposes) and all of Lot 3 in Block 10 in Kinzie's Addition to Chicago and also Lots 1 to 7, both inclusive in the subdivision of Lots 4, 5 and 6 all in Block 10 in Kinzie's Subdivision to Chicago in Section 10, Township 39 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel ID Nos.

17-10-129-001-0000

17-10-129-002-0000

17-10-129-003-0000

17-10-129-004-0000

17-10-129-005-0000

17-10-129-006-0000

17-10-129-007-0000

17-10-129-008-0000

17-10-129-009-0000

17-10-129-010-0000

Street Address:

444 North Michigan Avenue

Chicago, Illinois 60611

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