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1723729195

Doc# 1723729195 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/25/2017 03:51 PM PG: 1 OF 8

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

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Jeffrey S. Fried, Esq.

Premises Address:
830 N. Orleans Street
Chicago, Illinois 60610

PROPERTY IDENTIFICATION NUMBER(S):
See Exhibit A

LEGAL DESCRIPTION – See Exhibit A

(Space Above For Recorder's Use)

830, L.L.C., as Assignor

and

DEUTSCHE BANK AG NEW YORK BRANCH, as Lender

MORTGAGE MODIFICATION AGREEMENT

Date: August 25, 2017
Address: 830 N. Orleans Street
City: Chicago
County: Cook
Parcel ID# 17-04-436-047-0000
17-04-436-048-0000
17-04-436-059-0000

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217938-10162

CCRD REVIEW

NO1151246-1 1 of 16 SW

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THIS MORTGAGE MODIFICATION AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Agreement"), dated as of August 25, 2017; between **830, L.L.C.**, an Illinois limited liability company, having an address at 414 N. Orleans, Suite 610, Chicago, Illinois 60654 ("Borrower"), and **DEUTSCHE BANK AG NEW YORK BRANCH** ("Lender"), having an address at 345 Park Avenue, 14th Floor, New York, New York 10154.

WITNESSETH:

WHEREAS, Borrower, certain affiliates of Borrower (collectively, "Debtors") and Lender entered into that certain Term Loan Agreement dated as of January 19, 2016 (as previously amended, as amended on the date hereof and as such may be further amended, supplemented, renewed, extended, replaced, or restated from time, the "Loan Agreement"), pursuant to which Lender agreed to make loans to Borrower up to the principal amount of \$151,500,000.00;

WHEREAS, to secure the indebtedness of the Borrower to Lender arising from the Loan Agreement, Borrower executed and delivered to Lender that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement given by Borrower to Lender covering the fee estate of Borrower in the real property set forth on Exhibit A thereto (the "Premises"), and recorded on January 19, 2016 in the Recorder of Deeds of Cook County, Illinois as Instrument #: 1601912015 (the "Mortgage");

WHEREAS, Debtors entered into that certain Second Amendment to Term Loan Agreement and Amendment to Loan Documents, dated as of the date hereof, whereby, among other things, the parties agreed to increase the amount of the Loan (as defined in the Loan Agreement); and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in order to amend the terms of the Mortgage, the parties hereto agree for themselves, their successors and assigns as follows:

1. All references to "\$151,500,000.00" or "One Hundred Fifty One Million Five Hundred Thousand and 00/100 Dollars" or other similar references to such amount, shall each be revised to "\$175,000,000.00" or "One Hundred Seventy Five Million and 00/100 Dollars", as applicable.

2. Borrower's obligations under this Agreement, the Mortgage and the other Loan Documents (as hereinafter defined) is absolute and unconditional and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations under this Agreement, the Loan Agreement or any other documents, instruments or agreements related thereto (the "Loan Documents") or to the obligations of others related to any of the foregoing. This Agreement sets forth the entire understanding of the parties with respect to all modifications of the Mortgage which have occurred and Borrower waives the right to assert any set-off, counterclaim or crossclaim or any nature whatsoever in any litigation relating to this Agreement or the Loan Documents. Borrower acknowledge that no oral or other

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agreements, conditions, promises, understandings, representations or warranties exist in regard to the obligations under this Agreement or the other Loan Documents, except those specifically set forth herein and therein.

3. Except as specifically amended herein, all of the terms, covenants, conditions and stipulations contained in the Mortgage and all of the other Loan Documents are hereby ratified and confirmed in all respects and shall continue to apply with full force and effect. Any term not defined herein shall have the meaning ascribed to them in the Loan Agreement.

4. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

5. This Agreement may be executed in one or more counterparts each of which shall be an original but all of which when taken together shall constitute one and the same instrument. The failure of any party listed below to execute, acknowledge or join in this Agreement, or any counterpart hereof, shall not relieve the other signatories from the obligations hereunder.

6. This Agreement shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, to the extent it applies to the Mortgage, and with the laws of the State of New York, to the extent it applies to the other Loan Documents, in each case without giving effect to its conflicts of law principles.

7. This Agreement is binding upon the respective successors and assigns of the parties hereto.

8. The parties hereto hereby irrevocably and unconditionally waive any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise related to this Agreement, the Mortgage and all of the other Loan Documents and all other obligations of Borrower related thereto.

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IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this Mortgage Modification Agreement as of the date first written above.

BORROWER:

830, L.L.C.,
an Illinois limited Liability Company

By: Spectrum Manager, LLC, an Illinois limited liability company, its Manager

By: _____
Name: Jerald H. Lasky
Title: Manager

LENDER:

DEUTSCHE BANK AG NEW YORK BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

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IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this Mortgage Modification Agreement as of the date first written above.

BORROWER:

830, L.L.C.,
an Illinois limited Liability Company

By: Spectrum Manager, LLC, an Illinois limited liability company, its Manager


By: _____

Name: Jerald H. Lasky

Title: Manager

LENDER:

DEUTSCHE BANK AG NEW YORK BRANCH

By:  _____

Name: Timothy Donahoe

Title: Director

By:  _____

Name: Suzy Corzai

Title: Director

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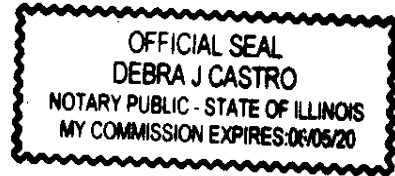
STATE OF ILLINOIS)
): SS.:
COUNTY OF Cook)

On the 23rd day August, 2017, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jerald Lasky, who acknowledged himself to be the Manager of Spectrum Manager, LLC, an Illinois limited liability company, the Manager of 830, L.L.C., an Illinois limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Debra J. Castro
Notary Public

My Commission Expires:
6-5-20



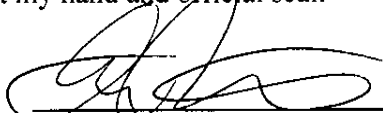
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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

AND NOW, this 23rd day of August 2017 before me, the undersigned Notary Public, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy Dimahue, personally known to me or proved to me on the basis of satisfactory evidence to be a Director of DEUTSCHE BANK AG NEW YORK BRANCH, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Notary Public

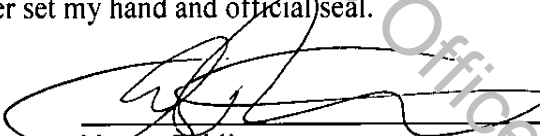
My Commission Expires:

ANTHONY PONTORIERO
Notary Public, State of New York
No. 01PO6311276
Qualified in New York County
Commission Expires September 15, 2017

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

AND NOW, this 23rd day of August 2017 before me, the undersigned Notary Public, before me, the undersigned, a Notary Public in and for said State, personally appeared Suzy Cozzi, personally known to me or proved to me on the basis of satisfactory evidence to be a Director of DEUTSCHE BANK AG NEW YORK BRANCH, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Notary Public

My Commission Expires:

ANTHONY PONTORIERO
Notary Public, State of New York
No. 01PO6311276
Qualified in New York County
Commission Expires September 15, 2017

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EXHIBIT A

Legal Description

Lot 1 and the South ½ of Lot 2 in Block 29 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax numbers:

17-04-436-047-0000

17-04-436-048-0000

17-04-436-059-0000

Common Address: 830 N. Orleans Street, Chicago, IL 60610

