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Prepared by e-mail to
Frost, Brian, Todd

201 N. Illinois Street
Indianapolis Indiana
46244-0961
Michael Morarty

Doc#: 1731101136 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/07/2017 10:47 AM Pg: 1 of 7

849762 LLC

Loan #694002506

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT WITH ASSIGNMENT OF LEASES AND RENTS AND TO ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT WITH ASSIGNMENT OF LEASES AND RENTS AND TO ASSIGNMENT OF LEASES AND RENTS ("Amendment"), made this 7 day of November, 2017 between **Scottsdale Center, LLC**, an Illinois limited liability company ("Borrower"), whose post office address is 3175 Commercial Avenue, Northbrook, Illinois 60062, and **RiverSource Life Insurance Company**, a Minnesota corporation ("Lender"), whose post office address c/o Real Estate Loan Investments, 25540 Ameriprise Financial Center, Minneapolis, Minnesota 55474.

PRELIMINARY RECITALS:

A. Borrower has executed and delivered a Promissory Note (the "Original Note") dated March 29, 2010 in the original principal amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00), made payable to the order of Lender, evidencing a loan in said amount from Lender to Borrower (said loan, as amended as provided in these Recitals, being hereinafter sometimes referred to as the "Loan").

B. The Original Note is secured by a Mortgage and Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents (the "Mortgage") dated March 29, 2010 from Borrower to Lender, filed April 2, 2010 in the office of the Recorder, Cook County, Illinois as **Document No. 1009233040** with respect to certain real property and improvements thereto located in Cook County, Illinois and legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Premises").

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C. The Original Note is further secured by an Assignment of Leases and Rents (the "Assignment of Leases") dated March 29, 2010 from Borrower to Lender, filed April 2, 2010 in the office of the Recorder, Cook County, Illinois as **Document No. 1009233041**.

D. The outstanding principal balance of the Original Note as of the date hereof is Twelve Million Five Hundred Forty-eight Thousand Six Hundred Twenty-eight and 31/100 Dollars (\$12,548,628.31) and as of the date hereof has agreed to pay to Lender additional funds to be applied to the outstanding principal balance of the Original Note so as to provide for the principal balance of the Restated Note (as defined hereafter).

E. No additional funds are being funded under the Restated Note (as defined below) as of the date hereof.

F. The terms of the Original Note have been modified by an Amendment and Restatement of Promissory Note in the new principal amount of Nine Million Five Hundred Thousand and 00/100 Dollars (\$9,500,000.00) dated of even date herewith between Borrower and Lender (the "Restated Note").

G. The parties hereto desire to amend the terms of the Mortgage and of the Assignment of Leases as more specifically set forth below.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Lender hereby amend the terms of the Mortgage and the Assignment of Leases as follows:

ARTICLE I. AMENDMENT OF MORTGAGE

- 1.1. **Loan Amount.** The term "Fifteen Million and 00/100 Dollars (\$15,000,000.00)," appearing on page 3 of the Mortgage, is hereby deleted and the term "Nine Million Five Hundred Thousand and 00/100 Dollars (\$9,500,000.00)" is inserted in lieu thereof.
- 1.2. **Maturity Date.** The date "April 1, 2020" appearing on page 4 of the Mortgage (and relating to the date of maturity of the Loan), is hereby deleted and the date "June 1, 2029" is inserted in lieu thereof.
- 1.3. **Reaffirmation of Representations and Warranties.** Borrower hereby reaffirms, effective as of the date hereof, all of the representations and warranties made by Borrower to Lender in the Mortgage, including, without limitation, all representations and warranties set forth in Sections 1.1 and 9.2 of the Mortgage.
- 1.4. **References to Other Documents.** All references in the Mortgage to the "Note" and the "Assignment of Leases" shall mean, respectively, the Restated Note and the Assignment of Leases, as amended by this Amendment.
- 1.5. **Continuing Priority.** The Mortgage, as amended by this Amendment, shall continue to secure the indebtedness evidenced by the Restated Note, with all priorities enjoyed at its inception.

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ARTICLE 2. AMENDMENT OF ASSIGNMENT OF LEASES

- 2.1. **Loan Amount.** The term “Fifteen Million and 00/100 Dollars (\$15,000,000.00),” appearing on page 2 of the Assignment of Leases, is hereby deleted and the term “Nine Million Five Hundred Thousand and 00/100 Dollars (\$9,500,000.00)” is inserted in lieu thereof.
- 2.2. **Reaffirmation of Representations and Warranties.** Borrower hereby reaffirms, effective as of the date hereof, all of the representations and warranties made by Borrower to Lender in the Assignment of Leases.
- 2.3. **References to Other Documents.** All references in the Assignment of Leases to the “Note” and the “Mortgage” shall mean, respectively, the Restated Note and the Mortgage, as amended by this Amendment.
- 2.4. **Continuing Priority.** The Assignment of Leases, as amended by this Amendment, shall continue to secure the indebtedness evidenced by the Restated Note, with all priorities enjoyed at its inception.

ARTICLE 3. MISCELLANEOUS

- 3.1. **Governing Law.** This Amendment is delivered in and shall in all respects be construed according to the laws of the State of Illinois.
- 3.2. **Successors and Assigns.** This Amendment and each and every part hereof shall be binding upon the parties hereto and their successors and assigns and shall inure to the benefit of each and every future holder of the Restated Note including any successors and assigns of Lender.
- 3.3. **No Novation.** Nothing herein shall be construed to be a novation of the Original Note, the Restated Note or the documents securing the same, and it is intended that the Mortgage and the Assignment of Leases, each as amended hereby, shall continue to be entitled to all of the priorities existing under the Mortgage and the Assignment of Leases as of the date first executed and delivered.
- 3.4. **Additional Assurances.** Borrower, upon written request from Lender, agrees to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan.
- 3.5. **Continuing Validity.** Except as provided for herein, the terms and provisions of the Mortgage and Assignment of Leases, or any other documents evidencing or securing the Loan, shall remain unchanged and shall remain in full force and effect.
- 3.6. **No Defenses.** The parties acknowledge that the liens and security interests created and evidenced by the Mortgage and Assignment of Leases, each as amended hereby, are valid

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and subsisting, and further acknowledge and agree that there are no offsets, claims or defenses to the Original Note, the Restated Note, the Mortgage, the Assignment of Leases, or any other documents evidencing or securing the Loan.

- 3.7. **Captions and Headings.** The captions and headings of the various articles and sections of this Amendment are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Mortgage and Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents and to Assignment of Leases and Rents to be executed as of the date set forth above.

Scottsdale Center, LLC,
an Illinois limited liability company

By: Scottsdale Limited Partnership,
an Illinois limited partnership,
its sole member

By: Katz Bros. Development, LLC,
an Illinois limited liability company,
its general partner

By: *[Signature]*
Abraham Katz, Member

STATE OF ILLINOIS

COUNTY OF Cook

SS:)
)

The foregoing instrument was acknowledged before me this 1 day of November, 2017 by Abraham Katz, a Member of Katz Bros. Development, LLC, an Illinois limited liability company, the general partner of Scottsdale Limited Partnership, an Illinois limited partnership, the sole member of Scottsdale Center, LLC, an Illinois limited liability company on behalf of the limited liability company personally appeared before me, is personally known to me or has produced Illinois Drivers License as identification.



Julia V Kozmin
Notary Public

JULIA V KOZMIN
Printed

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RiverSource Life Insurance Company,
a Minnesota corporation

By: *Nancy Hughes*
(Signature), Assistant Vice President
Nancy Hughes
(Printed), Assistant Vice President

and

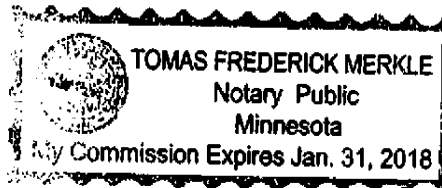
By: *Lisa M Neppi*
(Signature), Assistant Secretary
Lisa M Neppi
(Printed), Assistant Secretary

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1 day of November, 2017
by Nancy Hughes the Assistant Vice President and Lisa M Neppi the
Assistant Secretary of RiverSource Life Insurance Company, a Minnesota corporation on behalf of
the corporation personally appeared before me, are personally known to me or have produced
Id P as identification.

[Signature]
Notary Public

James Merkley
Printed



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EXHIBIT "A"

LEGAL DESCRIPTION

Permanent Index Number: 19-34-100-004-000
 19-34-100-006-000
 19-34-100-007-000

Property Address: 4651-4747 West 79th Street and 7901-8071 South Cicero Avenue, Chicago,
 Illinois 60652

LOT A IN SCOTTSDALE FOURTH ADDITION BEING RAYMOND L. LUTGERTS RESUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF SAID LOT "A" DEEDED TO THE STATE OF ILLINOIS AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE PRESENT SOUTH LINE OF WEST 79TH STREET WITH THE PRESENT EAST LINE OF SOUTH CICERO AVENUE, SAID POINT OF INTERSECTION BEING DISTANT, 50 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID SECTION 34 AND ALSO DISTANT, 50 FEET EAST, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SECTION 34; THENCE EAST ALONG SAID SOUTH LINE OF WEST 79TH STREET, 64.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50 FEET, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY, DISTANT 14 FEET EAST MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE SOUTH CICERO AVENUE; THENCE SOUTH PARALLIL WITH SAID EAST LINE OF SOUTH CICERO AVENUE (TO WHICH THE LAST DESCRIBED CURVED LINE IS TANGENT) 271.50 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE 428.73 FEET TO AN INTERSECTION WITH SAID EAST LINE OF SOUTH CICERO AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 750 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.