

# UNOFFICIAL COPY

*Theater District Garage*

Doc#. 1733547174 Fee: \$72.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/01/2017 01:07 PM Pg: 1 of 13

This document prepared by, and  
after recording, please return to:

Everett S. Ward, Esq.  
Quarles & Brady LLP  
300 N. LaSalle Street, Suite 4000  
Chicago, Illinois 60654-3406

JHUSA Loan Nos. 526576:11 and 526576:13  
MassMutual Loan No. 11203  
Allstate Loan No. 123615

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT AND OTHER  
LOAN DOCUMENTS

**Cover Sheet**

Date: As of November 30, 2017

Mortgagor: **UGP-THEATER DISTRICT PARKING,  
LLC**, a Delaware limited liability company

Mortgagee: **JOHN HANCOCK LIFE INSURANCE  
COMPANY(U.S.A.), MASSACHUSETTS  
MUTUAL LIFE INSURANCE COMPANY,  
and ALLSTATE LIFE INSURANCE  
COMPANY, collectively**

Maturity Date: July 1, 2021

State: Illinois

Reference(s) to Book(s) and Page(s): Document # 1125134090

**This document serves as a Fixture Filing under the Illinois Uniform Commercial Code,  
Chapter 810 ILCS 5/9-502(b) et seq.**

First American Title Order # **NCS-788144.8**

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## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT AND OTHER LOAN DOCUMENTS

This First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement and Other Loan Documents (this "**Amendment**"), made as of the 30th day of November, 2017, by and between **UGP-THEATER DISTRICT PARKING, LLC**, a Delaware limited liability company, having its principal place of business c/o InterPark Holdings LLC, 200 North LaSalle Street, Suite 1400, Chicago, Illinois 60601 ("**Mortgagor**"), to and for the benefit of **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation, having an address at 197 Clarendon Street, C-3, Boston, Massachusetts 02116 ("**John Hancock**"), **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation, having an address c/o Barings LLC, One Financial Plaza, Suite 1700, Hartford, Connecticut 06103 ("**MassMutual**"), and **ALLSTATE LIFE INSURANCE COMPANY**, an Illinois corporation, having an address c/o Allstate Investments, LLC, Allstate Plaza South, Suite G5C, 3075 Sanders Road, Northbrook, Illinois 60062 ("**Allstate**") (John Hancock, MassMutual, and Allstate are individually and collectively referred to herein as "**Mortgagee**").

### RECITALS

A. Mortgagor, other parties (collectively, "**Other Mortgagors**"), and Mortgagee previously entered into that certain Loan Agreement dated as of June 30, 2011 (as amended, the "**Original Loan Agreement**"), pursuant to the terms of which Mortgagee agreed to make a loan to Mortgagor and Other Mortgagor in the aggregate principal amount of \$480,000,000.00 (the "**Original Loan**").

B. The outstanding principal balance of the Original Loan is evidenced by (i) certain fixed rate mortgage notes, each dated June 30, 2011, and (ii) certain fixed rate mortgage notes, each dated September 1, 2011 (collectively, the "**Original Loan Notes**"), from Mortgagor and Other Mortgagors in favor of Mortgagee.

C. As security for the Original Loan Notes, Mortgagor executed and delivered (i) that certain Mortgage, Assignment of Leases and Rents and Security Agreement and Fixture Filing dated as of September 1, 2011, filed and recorded with the Recorder of Deeds of Cook County, Illinois on September 8, 2011 as Document 1125134090, encumbering the land described on Exhibit A to this Amendment (the "**Mortgage**"), and (ii) the other Loan Documents (as defined in the Original Loan Agreement) to which Mortgagor is a party.

D. Mortgagor, Other Mortgagors, and Mortgagee have entered into an Amended and Restated Loan Agreement dated of even date herewith (as the same may hereafter be amended, modified, split, consolidated or extended, and any renewals, replacements of substitutions thereof, the "**Restated Loan Agreement**"), pursuant to the terms of which, among other things, (w) the Original Loan Agreement has been amended and restated in its entirety, and (x) Mortgagor and the Other Mortgagors have elected, and Mortgagee has agreed, that Mortgagee shall make an additional loan to Mortgagor and Other Mortgagors in the original principal amount of \$160,000,000 (the "**Additional Loan**"). As a result of the Additional Loan, (y)

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Mortgagor and Other Mortgagor have executed and delivered to Mortgagee the Additional Loan Notes (as defined in the Restated Loan Agreement) as evidence of that portion of Indebtedness (as defined in the Mortgage), and (z) of the date hereof, the outstanding principal balance of the Loan is \$562,662,180.00 (the "Loan").

E. Mortgagee and Mortgagor now desire to amend the Mortgage and the other Loan Documents (as defined in the Restated Loan Agreement) as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENTS

1. The foregoing recitals to this Amendment are incorporated into and made a part of this Amendment.

2. Notwithstanding anything contained in the Mortgage and/or the other Loan Documents to the contrary, from and after the date of this Amendment all references in the Mortgage and the other Loan Documents to the term (i) "Loan Agreement" shall mean the Restated Loan Agreement, (ii) "Notes" shall mean the Original Loan Notes and the Additional Loan Notes, collectively (as the same may hereafter be amended, modified, split, consolidated or extended, and any renewals, replacements or substitutions thereof), (iii) "Loan" shall have the meaning set forth in Recital D of this Amendment, and (iv) "Maturity Date" shall mean July 1, 2021 with respect to all amounts evidenced by the Notes.

3. Section 74(e) of the Mortgage is hereby deleted and replaced with the following:

"Additional Advances. This Mortgage secures payment of such additional sums with interest thereon which may hereafter be loaned to Mortgagor by Mortgagee or advanced under any of the Loan Documents securing or advancing the Loan, even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Notes (provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to \$1,280,000,000.00."

4. Except as specifically modified hereby, the Mortgage and the other Loan Documents are and remain unmodified and in full force and effect and is hereby ratified and confirmed. All references in the Loan Documents to the terms "Mortgage" and "Loan Documents" henceforth shall be deemed to refer to the Mortgage and Loan Documents as amended by this Amendment.

5. Nothing contained in this Amendment shall be construed to disturb, discharge, cancel, impair or extinguish the indebtedness evidenced by the existing Note and secured by the other Loan Documents or waive, release, impair, or affect the liens arising under the Loan Documents or the validity or priority thereof.

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6. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart.

*[Signatures are on the following page.]*

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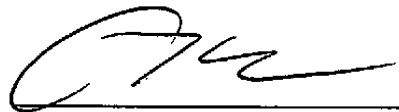
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**MORTGAGOR:**

**UGP-THEATER DISTRICT PARKING, LLC**, a Delaware limited liability company

By: Urban Growth Property Limited Partnership, a Delaware limited partnership, its sole member

By: Urban Growth Property Trust, a Maryland real estate investment trust, its general partner

By:   
Name: Andrew Runge  
Title: VP & Treasurer

**MORTGAGEE:**

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation

By: \_\_\_\_\_  
Name: Justin Lata  
Title: Regional Director and Assistant Vice President

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

**MORTGAGOR:**

**UGP-THEATER DISTRICT PARKING, LLC**, a Delaware limited liability company

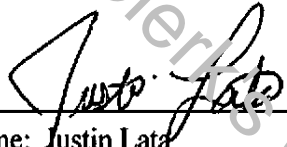
By: Urban Growth Property Limited Partnership, a Delaware limited partnership, its sole member

By: Urban Growth Property Trust, a Maryland real estate investment trust, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MORTGAGEE:**

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation

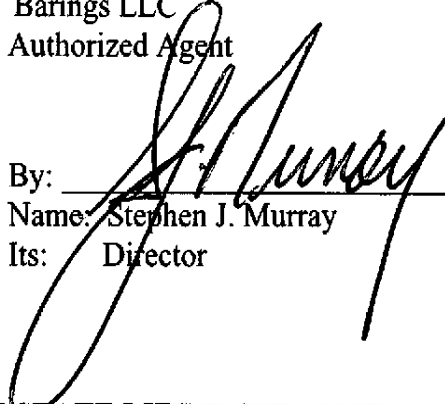
By:  \_\_\_\_\_  
Name: Justin Lata  
Title: Regional Director and Assistant Vice President

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**MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY, a  
Massachusetts corporation**

By: Barings LLC  
Its: Authorized Agent

By:   
Name: Stephen J. Murray  
Its: Director

**ALLSTATE LIFE INSURANCE  
COMPANY, an Illinois corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

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**MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY, a  
Massachusetts corporation**

By: Barings LLC  
Its: Authorized Agent

By: \_\_\_\_\_  
Name: A. G. Seifert  
Its: Managing Director

**ALLSTATE LIFE INSURANCE  
COMPANY, an Illinois corporation**



By: *David L. Kocourek*  
Name: David L. Kocourek  
Title: Authorized Signatory

By: *John Orzechowski*  
Name: John Orzechowski  
Title: Authorized Signatory

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## ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
                                  ) SS:  
COUNTY OF COOK     )

On this 28 day of November, 2017, before me personally came Andrew Runge, to me known, did depose and state that he is the VP & Treasurer of Urban Growth Property Trust, the general partner of Urban Growth Property Limited Partnership, the sole member of UGP-Theater District Parking, LLC, the limited liability company described in and which executed the above instrument, and that he signed his name thereto by order of the general partner of the sole member of said limited liability company.

Sarah Braden

Notary Public  
Printed Name: Sarah Braden  
My Commission Expires: 08/15/19



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## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
  ) Ss.  
COUNTY OF COOK        )

On this 29<sup>th</sup> day of November, 2017, before me personally appeared Justin Lata, known to me to be the person whose name is above subscribed, who acknowledged to me that he is the Regional Director and Assistant Vice President of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), the Michigan corporation described in and which executed the above instrument, and that he signed his name thereto on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

*Evelyn K. Watts*  
Notary Public  
Printed Name: Evelyn K. Watts  
My Commission Expires: 11-4-2021



County Clerk's Office

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On this 28<sup>th</sup> day of November, 2017, before me personally appeared Stephen J. Murray, known to me to be the person whose name is above subscribed, who acknowledged to me that he is the Director of Barings LLC, Authorized Agent for MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, the Massachusetts corporation described in and which executed the above instrument, and that he signed his name thereto on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Eboni E. Everett  
Notary Public  
Printed Name: EBONI E. EVERETT  
My Commission Expires: 1.7.18



COOK County Clerk's Office

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On this 28<sup>th</sup> day of November, 2017, before me personally appeared David L. Macourek known to me to be the person whose name is above subscribed, who acknowledged to me that he is the Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, the Illinois corporation described in and which executed the above instrument, and that he signed his name thereto on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the ~~County~~ and State aforesaid on the day and year above written.

Nancy Cicero-Danza  
Notary Public  
Printed Name: Nancy Cicero-Danza  
My Commission Expires: 1/14/2018



STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On this 28<sup>th</sup> day of November, 2017, before me personally appeared John Glazebrook known to me to be the person whose name is above subscribed, who acknowledged to me that he is the Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, the Illinois corporation described in and which executed the above instrument, and that he signed his name thereto on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Nancy Cicero-Danza  
Notary Public  
Printed Name: Nancy Cicero-Danza  
My Commission Expires: 1/14/2018



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## EXHIBIT A LEGAL DESCRIPTION

LOTS 3 AND 4 IN BLOCK 36 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Common Property Address:** Theatre District  
181 North Dearborn Street  
Chicago, IL 60601

**Tax Parcel No.:** 17-09-438-004-0000  
17-09-438-005-0000

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