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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/13/2017 01:51 PM PG: 1 OF 6

8935531 CW

PREPARED BY AND WHEN RECORDED  
RETURN TO:

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, Illinois 60661  
Attn: Marcia W. Sullivan

## SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTGAGE ("Amendment") is entered into as of the 21<sup>st</sup> day of November, 2017 by and between WWL DHOTEL LAND, L.L.C., a Delaware limited liability company ("Mortgagor") and iSTAR CHICAGO HOTEL LENDER LLC, a Delaware limited liability company, assignee of iSTAR INC., a Maryland corporation ("Mortgagee") formerly known as iStar Financial Inc.

### RECITALS

A. Mortgagee has made a loan (the "Loan") to Mortgagor in the original principal amount of \$12,000,000, which is evidenced by, among other things, (i) that certain Loan and Security Agreement, dated as of November 22, 2013, as amended (the "Loan Agreement"), by and between Mortgagor, WWL DHotel Investors, L.L.C. and Mortgagee, (ii) that certain Amended and Restated Promissory Note dated as of December 4, 2013, (the "Note") in the original principal amount of \$18,000,000. The Note is secured by, among other things, a certain Mortgage, dated as of November 22, 2013, recorded on December 12, 2013, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1334675008 (the "Original Mortgage") which encumbers the property legally described on Exhibit A attached hereto. The Original Mortgage was amended by a First Amendment to Mortgage dated December 4, 2013 recorded on February 4, 2014, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 140441001 (the Original Mortgage, as so amended, is referred to as the "Mortgage"). The Mortgage was assigned to Mortgagee by Assignment and Assumption of Notes, Mortgage and Other Loan Documents, recorded as Document No. 1508908117. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Mortgage.

B. Mortgagor has requested that Mortgagee extend the maturity date of the Note, and Mortgagee has agreed to do so

Box 400

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

## AGREEMENTS

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

2. **Amendment to Mortgage.** Clause (b) of the second WHEREAS clause of the Mortgage is amended to read as follows:

“(b) is scheduled to mature on the Maturity Date, which Maturity Date is April 21, 2018 unless the Maturity Date is extended in accordance with the Loan Agreement, in which case the Maturity Date will be November 21, 2018 or such earlier date if the Loan is prepaid in full or accelerated.”

3. **Ratification.** Mortgagor hereby ratifies and reaffirms all of its obligations under the Loan Documents, including the terms and provisions of the Loan Documents as modified by the terms of this Amendment, and all other terms and provisions of the Loan Documents not modified hereunder.

4. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. **Governing Law.** This Amendment shall be governed and construed in accordance with the laws of the State of Illinois.

6. **Counterparts.** This Amendment may be executed in one or more counterparts which, when assembled shall constitute one original. Execution by one party hereto shall be sufficient to bind one party, even in the absence of a signature from any other party.

7. **Entire Agreement.** This Amendment and the Loan Documents as modified by this Amendment contain the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind, except as set forth herein. Except for the provisions of the Loan Documents, all prior communications, negotiations, course of conduct, agreements and understandings, whether oral or written, are hereby merged into this Amendment.

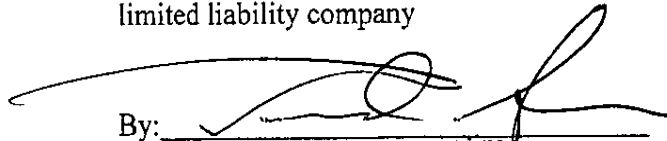
**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above written.

**MORTGAGOR:**

**WWL DHOTEL LAND, L.L.C.**, a Delaware limited liability company



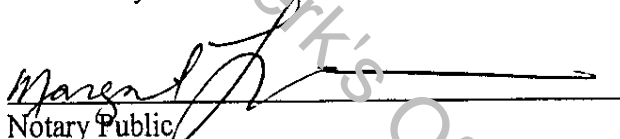
By: \_\_\_\_\_  
Name: David Sims  
Title: Authorized Person

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

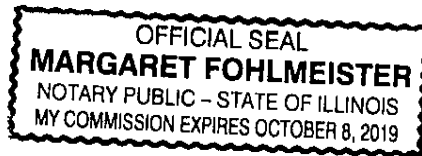
On November 20, 2017 before me, the undersigned, personally appeared, David Sims, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

My Commission expires: 10-08-2019

[SEAL]



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**MORTGAGEE:**

**iSTAR CHICAGO HOTEL LENDER LLC**, a Delaware limited liability company, assignee of iSTAR INC., a Maryland corporation

By: *Matt Labinski*  
Name: Matt Labinski  
Title: Officer / J.P.

STATE OF Connecticut )  
COUNTY OF Hartford ) SS

On December 5, 2017 before me, the undersigned, personally appeared Matt Labinski, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

*Angela Susan Ferrigno*  
Notary Public

My Commission expires: \_\_\_\_\_

[SEAL]

ANGELA SUSAN FERRIGNO  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 11/30/2020

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## EXHIBIT A

### Legal Description

AN UNDIVIDED 30% INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOTS 17 TO 26, INCLUSIVE, IN FITZSIMONS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 IN THE CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN:

LOTS 16 AND 27 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 9.25 FEET; THENCE SOUTH, A DISTANCE OF 24.04 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT 9.11 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE WEST, A DISTANCE OF 0.58 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 16 TO A POINT 9.69 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE SOUTH, A DISTANCE OF 169.61 FEET ALONG THE EASTERLY FACE OF A BRICK WALL OF THE DRAKE HOTEL BUILDING TO A POINT 24 FEET NORTH OF THE SOUTH LINE AND 8.65 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE EAST, A DISTANCE OF 0.55 OF A FOOT ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 TO A POINT 8.10 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE SOUTH, A DISTANCE OF 24 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT ON THE SOUTH LINE OF SAID LOT 27 WHICH IS 8.05 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 27; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 8.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27 AND THENCE NORTH ALONG THE EAST LINE OF LOTS 27 AND 16, A DISTANCE OF 217.65 FEET TO THE POINT OF BEGINNING) EXCEPTING THEREFROM THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON,

ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN THE DEED FROM WHITESTONE COMPANY, A CORPORATION OF ILLINOIS, TO THE DRAKE TOWERS BUILDING CORPORATION, A CORPORATION OF ILLINOIS, RECORDED FEBRUARY 1, 1928 AS DOCUMENT NUMBER 9914506 FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN INCLINED SERVICE DRIVEWAY OVER THE SOUTH 140

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FEET OF THE WEST 24 FEET OF THE FOLLOWING DESCRIBED TRACT:

LOTS 14, 15, 28 AND 29 IN FITZSIMONS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF LOTS 16 AND 27 IN SAID FITZSIMONS ADDITION, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 9.25 FEET; THENCE SOUTH, A DISTANCE OF 24.04 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT 9.11 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE WEST, A DISTANCE OF 0.58 OF A FOOT ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 16 TO A POINT 9.69 FEET WEST OF SAID EAST LOT LINE; THENCE SOUTH, A DISTANCE OF 169.61 FEET ALONG THE EASTERLY FACE OF A BRICK WALL OF THE DRAKE BUILDING TO A POINT 24 FEET NORTH OF THE SOUTH LINE AND 8.65 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE EAST, A DISTANCE OF 0.55 OF A FOOT ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 TO A POINT 8.10 FEET WEST OF SAID EAST LOT LINE; THENCE SOUTH, A DISTANCE OF 24 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT ON SAID SOUTH LINE OF LOT 27 WHICH IS 8.05 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE EAST ON SAID SOUTH LOT LINE, A DISTANCE OF 8.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27; THENCE NORTH ALONG SAID EAST LINE OF LOTS 16 AND 27, A DISTANCE OF 217.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN NO. 17-03-208-001-0000 .

Common Address: 140 East Walton Place, Chicago, Illinois

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