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Doc# 1801234074 Fee \$54.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/12/2018 01:56 PM PG: 1 OF 9

This instrument was prepared by  
and after recording should be  
returned to:

Jami L. Brodey, Esq.  
GOLDBERG KOHN LTD.  
55 East Monroe Street  
Suite 3300  
Chicago, Illinois 60603  
(312) 201-4000

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

## FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING MADE BY

95 WA INVESTOR LLC,  
a Delaware limited liability company

as "Borrower"

to

NXT CAPITAL, LLC,  
a Delaware limited liability company

as "Lender"

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

Project Commonly Known As

"95 W. Algonquin Office"

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**") is made as of December 13, 2017, by and between 95 WA INVESTOR LLC, a Delaware limited liability company (together with its successors and permitted assigns, "**Borrower**"), whose address is c/o The Hearn Company, 875 North Michigan Avenue, Suite 4100, Chicago, Illinois 60611, and NXT CAPITAL FUNDING V, LLC, a Delaware limited liability company ("**Lender**"), whose address is 191 North Wacker Drive, 30th Floor, Chicago, Illinois 60606, Attention: Timothy R. Verrilli, Managing Director, as assignee of NXT CAPITAL, LLC, a Delaware limited liability company ("**Original Lender**").

### RECITALS

A. Pursuant to that certain Loan Agreement between Borrower and Original Lender dated as of August 14, 2014 (as amended by a certain Extension Agreement and Amendment to Loan Documents dated as of August 11, 2017, and as the same may be further amended, supplemented, modified, extended, replaced or restated from time to time, the "**Loan Agreement**"), Lender made a loan to Borrower in the aggregate principal amount of \$12,300,000.00 (the "**Loan**"). The Loan and the Loan Documents were assigned to Lender pursuant to a General Assignment and Assumption by and between Original Lender and Lender dated as of August 21, 2014.

B. The Loan is secured by, among other things, a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower in favor of Lender, dated as of August 14, 2014 and recorded on August 15, 2014 in the Cook County, Illinois Recorder's Office (the "**Recorder**") as Instrument No. 1422745076, encumbering the real property described on Exhibit A attached hereto (the "**Security Instrument**"). The Security Instrument was assigned by Original Lender to Lender pursuant to a certain Assignment and Assumption of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 21, 2014 and recorded with the Recorder on April 17, 2015.

C. Concurrently herewith, Borrower and Lender are entering into a certain extension and amendment to loan documents pursuant to which the Maturity Date of the Loan is being extended to January 12, 2018 and may be further extended to February 13, 2018.

D. The parties are executing this Amendment to give record notice of the extension of the Maturity Date of the Loan.

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## AGREEMENTS

NOW THEREFORE, Borrower and Lender hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Instrument.
2. All references in the Security Instrument shall be the Maturity Date described in the recitals hereto.
3. The Security Instrument shall remain in full force and effect in accordance with its terms as amended by this Amendment.
4. Borrower expressly reaffirms and ratifies its continuing obligations under the Security Instrument, as amended hereby, and agrees that no part of the foregoing amendments or modifications shall have the effect of releasing, relieving or diminishing any obligations under the Security Instrument.
5. All of the property described in the Security Instrument shall remain and continue in all respects to be subject to the Security Instrument, and nothing in this Amendment, or done pursuant to this Amendment, or any other documents executed in connection herewith, shall affect or be construed to affect the lien of the Security Instrument or the priority thereof as to such property. Borrower further acknowledges, agrees and reaffirms that the Security Instrument retains the priority on the property encumbered by the Security Instrument as required by the Security Instrument.
6. This Amendment may be executed in or more counterparts, which, taken together, shall constitute one and the same instrument.
7. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]**

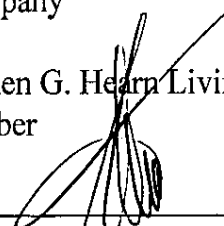
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IN WITNESS WHEREOF, Borrower has executed this Security Instrument as of the date first above written.

**BORROWER:**

**95 WA INVESTOR LLC**, a Delaware limited liability company

By: Stephen G. Hearn Living Trust, its Managing Member

By:   
Name: Stephen G. Hearn  
Its: Trustee

**LENDER:**

**NXT CAPITAL FUNDING V, LLC**, a Delaware limited liability company

By: NXT Capital, LLC, a Delaware limited liability company, its Initial Member

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

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Borrower has executed this Security Instrument as of the date first above written.

**BORROWER:**

**95 WA INVESTOR LLC**, a Delaware limited liability company

By: Stephen G. Hearn Living Trust, its Managing Member

By: \_\_\_\_\_

Name: Stephen G. Hearn

Its: Trustee

**LENDER:**

**NXT CAPITAL FUNDING V, LLC**, a Delaware limited liability company

By: NXT Capital, LLC, a Delaware limited liability company, its Initial Member

By: \_\_\_\_\_

Name: *Frederic Koala*

Title: *Director*

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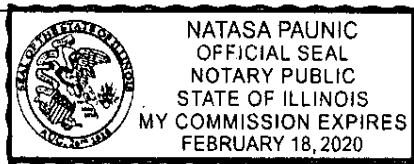
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, NATASA PAUNIC, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Stephen G. Hearn, the Trustee of Stephen G. Hearn Living Trust, the Managing Member of WA 95 INVESTOR LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said trust, as the managing member of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of December, 2017.

Natasa Paunic  
Notary Public

My Commission Expires:



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## ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Maria K. Nilsson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Traver Koch, the Director of NXT CAPITAL, LLC, a Delaware limited liability company, the Initial Member of NXT CAPITAL FUNDING V, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Traver Koch, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth and in the capacity so stated. I have received satisfactory evidence of the principal's identity in the form of \_\_\_\_\_.

GIVEN under my hand and Notarial Stamp or Seal this 13~~th~~ day of December, 2017.

[Signature]  
Notary Public

Maria K. Nilsson  
Printed or typed notary name



My Commission Expires:  
02/25/2019

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## EXHIBIT A

### Description of Premises

#### PARCEL 1:

LOT 3 (EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECOND, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING), IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEN INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST



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COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

Address: 95 West Algonquin Road, Arlington Heights, Illinois

PIN: 08-16-200-103-0000