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Karen A. Yarbrough
Cook County Recorder of Deeds
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Property Address:

6413-6549 & 6500-6522 Roosevelt Road,
Berwyn & Oak Park, Illinois 60402 & 60304

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

This AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES dated as of May 25, 2018 (this "Amendment"), is executed by BERWYN PROPERTIES L.L.C., an Illinois limited liability company (the "Mortgagor"), to and for the benefit of JPMORGAN CHASE BANK, N.A., a national banking association, its successors and assigns (the "Lender").

RECITALS:

A. Mortgagor granted to Lender that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated October 27, 2017, recorded in the Public Records of Cook County, Illinois as Document 1730429059 (the "Original Mortgage"), and the Original Mortgage, as modified by this Amendment, the "Mortgage"), encumbering the

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real estate located in the County of Cook, State of Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate").

B. Mortgagor granted to Lender that certain Assignment of Rents and Leases dated October 27, 2017, recorded in the Public Records of Cook County, Illinois as Document 1730429060 (the "Original ALR", and the Original ALR, as modified by this Amendment, the "ALR"), encumbering the Real Estate.

C. Mortgagor and Lender entered into that certain Construction Loan Agreement, dated October 27, 2017 (the "Original Loan Agreement"), pursuant to which the Lender agreed to loan to Bolingbrook Properties L.L.C., an Affiliate of Mortgagor, the principal amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00) (the "Original Loan"). The Original Mortgage and the Original ALR secure the indebtedness evidenced by that certain Promissory Note dated October 27, 2017 (the "Original Note"), executed by Bolingbrook Properties L.L.C and made payable to the order of the Lender in the original principal amount of the Original Loan.

D. Pursuant to the terms and conditions contained in that certain Construction Loan Agreement dated as of even date herewith, executed by and between Fontanesi LLC, an Affiliate of Mortgagor, and the Lender (the "Second Loan Agreement"), the Lender has agreed to loan to the Fontanesi LLC the principal amount of Thirty Three Million Five Hundred Thousand and 00/100 Dollars (\$33,500,000.00) (the "Second Loan"). The Second Loan shall be evidenced by that certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, "Note II"), executed by Fontanesi LLC and made payable to the order of the Lender in the original principal amount of the Second Loan and due on July 31, 2023 (the "Note II Maturity Date"), except as may be accelerated pursuant to the terms hereof, of Note II, the Second Loan Agreement or of any other document or instrument now or hereafter given to evidence or secure the payment of Note II or delivered to induce the Lender to disburse the proceeds of the Second Loan (Note II and the Second Loan Agreement, together with such other documents, as amended, restated or replaced from time to time, being collectively referred to herein as the "Second Loan Documents").

E. Mortgagor desires to amend the Original Mortgage and the Original ALR for Lender's benefit as set forth herein to among other things, include Note II in the indebtedness secured by the Mortgage and the ALR.

F. A condition precedent to the Lender's extension of the Second Loan to the Fontanesi LLC is the execution and delivery by the Mortgagor of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees as follows:

A G R E E M E N T S:

1. **Amendment of Mortgage and ALR.**

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(a) The defined term "Note" when used in the Mortgage and the ALR shall mean, collectively, the Original Note and Note II, for so long as the Indebtedness related to each of the Original Note and Note II remain outstanding.

(b) The defined term "Loan Agreement" when used in the Mortgage and the ALR shall mean, individually and collectively, as the context requires, the Original Loan Agreement and the Second Loan Agreement, for so long as the Indebtedness related to each of the Original Note and Note II remain outstanding.

(c) The defined term "Loan" when used in the Mortgage and the ALR shall mean, collectively, the Original Loan and the Second Loan, for so long as the Indebtedness related to each of the Original Note and Note II remain outstanding. The outstanding mortgage amount shall therefore be Forty Eight Million Five Hundred Thousand and 00/100 Dollars (\$48,500,000.00).

(d) The defined term "Loan Documents" when used in the Mortgage and the ALR shall mean, individually and collectively, as the context requires, the Loan Documents evidencing the Original Loan and the Second Loan Documents, for so long as the Indebtedness related to each of the Original Note and Note II remain outstanding.

(e) The defined term "Maturity Date" when used in the Mortgage and the ALR shall mean the later of the Maturity Date related to the Original Loan and the Note II Maturity Date related to the Second Loan, for so long as the Indebtedness related to each of the Original Note and Note II remain outstanding.

(f) Section 39(v) of the Original Mortgage is hereby amended to read as follows:

Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to NINETY SEVEN MILLION and 00/100 Dollars (\$97,000,000.00); provided, however, in no event shall the Lender be obligated to advance funds in excess of the face amount of the Note.

(g) **Lien Priority.** Mortgagor covenants, represents, and warrants to Lender that the Mortgage constitutes a valid first lien and security interest on all of the property described therein and that Mortgagor is indefeasibly seized of the fee simple absolute title thereto free and clear of all encumbrances other than the Permitted Encumbrances (as described and defined in the Mortgage), and that Mortgagor has full right and lawful authority to execute and deliver this Amendment. The lien, security interest, and priority of the Mortgage with respect to the indebtedness evidenced by Note II is and shall be equal in dignity to the lien, security interest, and priority of the Mortgage with respect to the indebtedness evidenced by Original Note. Except as expressly herein modified, the Mortgage shall remain unchanged, unmodified, and unimpaired and is hereby ratified and confirmed, and the priority of the Mortgage as a lien and security interest on the property described therein shall not be changed or in any way altered or affected hereby. Notwithstanding anything in the Original Mortgage or the Loan Documents to the contrary, the occurrence of an Event of Default under either of the Original Loan Agreement or the Second Loan Agreement, after the expiration of any applicable periods of notice or cure,

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shall constitute an immediate Event of Default under both the Original Loan Agreement and the Second Loan Agreement.

2. Release Upon Payment and Discharge of Mortgagor's Obligations.

The Lender shall release the Mortgage and the lien hereof by proper instrument upon full payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by the Lender in connection with the execution of such release. Notwithstanding the foregoing, upon the full payment and discharge of all Indebtedness related to either of the Original Note or Note II, the Lender shall execute an amendment to the Mortgage and the ALR specifying that the Mortgage and the ALR shall only secure the payment and discharge of the remaining Indebtedness related to the Original Note or Note II, as applicable. Mortgagor shall pay all reasonable expenses incurred by the Lender in connection with any such amendment.

3. Miscellaneous.

(a) Ratification; Conflicts. Except as modified hereby, Mortgagor hereby ratifies and reconfirms each and every provision of the Original Mortgage and the Original ALR. In the event of any conflict or inconsistency between the provisions of this Amendment and the Original Mortgage or the Original ALR, this Amendment shall control.

(b) Successors and Assigns. This Amendment and all provisions hereof shall be binding upon and enforceable against the Mortgagor and its assigns and other successors. This Amendment and all provisions hereof shall inure to the benefit of the Lender, its successors and assigns and any holder or holders, from time to time, of the Original Note or Note II.

(c) Invalidity of Provisions; Governing Law. In the event that any provision of this Amendment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Mortgagor and the Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Amendment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Amendment is to be construed in accordance with and governed by the laws of the State of Illinois.

(d) Enforceability. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Amendment or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) Amendments. No amendment, modification or waiver of, or consent with respect to, any provision of this Amendment shall in any event be effective unless the same shall be in writing and acknowledged by the Lender, and then any such amendment, modification, waiver or

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consent shall be effective only in the specific instance and for the specific purpose for which given.

(f) Captions. The captions and headings of various Articles and Sections of this Amendment and exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

(g) Binding Effect. This Amendment shall become effective upon execution by the Mortgagor and the Lender. If this Mortgage is not dated or contains any blanks when executed by the Mortgagor, the Lender is hereby authorized, without notice to the Mortgagor, to date this Amendment as of the date when it was executed by the Mortgagor, and to complete any such blanks according to the terms upon which this Amendment is executed.

(h) Counterparts. This Amendment may be executed in multiple counterparts, each of which when taken together shall constitute an original.

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1:

Lots 8, 9 and 10 and that part of the East half of vacated South Elmwood Avenue lying West of and adjoining said Lot 10 in Block 1 in Timothy E. Ryan's Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 2:

Lot 7 in Block 1 in Timothy E. Ryan's Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 3:

Lot 6 (except the East 13 feet thereof) and Lot 7 (except the West 9 feet thereof) in Block 2 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 4:

Lots 4, 5 and the East 13 feet of Lot 6 in Block 2 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 5:

Lots 1, 2 and 3 and that part of the West half of vacated South Elmwood Avenue lying East of and adjoining said Lot 1 in Block 2 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 6:

The West 9 feet of Lot 7 and all of Lots 8, 9, 10 and 11 and that part of the East half of vacated Gunderson Avenue lying West of and adjoining said Lot 11 in Block 2 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 7:

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Lot 10 and that part of the East half of vacated South Scoville Avenue lying West of and adjoining said Lot 10 in Walleck's Resubdivision of Lots 1 to 11 inclusive in Block 3 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 8:

Lot 9 in Walleck's Resubdivision of Lots 1 to 11 inclusive in Block 3 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 9

Lots 1 through 8, inclusive and that part of the West half of vacated Gunderson Avenue lying East of and adjoining said Lot 1 in Walleck's Resubdivision of Lots 1 to 11 inclusive in Block 3 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 10:

Lots 1 to 5 and that part of the West half of vacated South Scoville Avenue lying East of and adjoining said Lot 5 in Henry G. Peters' Subdivision of Block 4 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

Parcel 11:

Lots 48 to 52 both inclusive in South Ridgeland being a subdivision of a part of the Southeast quarter of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12:

Lots 43 through 47, both inclusive, and that part of the West half of vacated Gunderson Avenue lying East of and adjoining said Lot 43 in South Ridgeland being a subdivision of a part of the Southeast quarter of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 13:

Lots 6, 7, 8, 9 and 10 in Henry G. Peters' Subdivision of Block 4 in the Subdivision of Blocks 1, 2, and 3 in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, (except the South 300 acres thereof), in Cook County, Illinois.

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PROPERTY ADDRESS OF REAL ESTATE:

6413-6549 & 6500-6522 Roosevelt Road, Berwyn & Oak Park, Illinois 60402 & 60304

PERMANENT TAX IDENTIFICATION NUMBER(s):

- 16-19-207-001-0000
- 16-19-207-002-0000
- 16-19-207-003-0000
- 16-19-206-005-0000
- 16-19-206-006-0000
- 16-19-206-007-0000
- 16-19-206-008-0000
- 16-19-206-009-0000
- 16-19-206-010-0000
- 16-19-206-042-0000
- 16-19-205-001-0000
- 16-19-205-002-0000
- 16-19-205-043-0000
- 16-19-204-004-0000
- 16-19-204-005-0000
- 16-18-427-036-0000
- 16-18-427-037-0000
- 16-18-427-038-0000
- 16-18-427-039-0000
- 16-18-427-040-0000
- 16-18-427-041-0000
- 16-18-427-042-0000
- 16-18-427-043-0000
- 16-18-427-044-0000
- 16-19-204-001-0000
- 16-19-204-002-0000
- 16-19-204-003-0000

Property of Cook County Clerk's Office