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Loan No 1009990



Doc# 1817118137 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/20/2018 03:17 PM PG: 1 OF 6

**PREPARED BY,
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Jones Day
77 W. Wacker Drive
Chicago, Illinois 60601
Attention: Lisa M. Spelhaug

(Space Above For Recorder's Use)

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

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment"), dated as of June 19, 2018, is entered into by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the benefit of the Lenders ("Mortgagee"), with an address of 10 South Wacker Drive, 19th Floor, Chicago, Illinois 60606 and 190 SOUTH LASALLE, L.L.C., a Delaware limited liability company ("Mortgagor"), having an address at 45 Rockefeller Plaza, New York, New York 10111, Attention: Chief Financial Officer.

A. Mortgagor has previously executed in favor of Mortgagee that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of August 12, 2013, and recorded in the Cook County Recorder of Deeds on August 13, 2013 as document number 1322519058 (as the same may be further amended, modified, supplemented or replaced from time to time, the "Security Instrument") and encumbering real property commonly known as 190 South LaSalle Street, Chicago, Illinois, as more particularly described on Exhibit A.

B. Concurrently herewith, Mortgagor and Mortgagee are entering into that certain First Amendment to Loan Agreement and Omnibus Amendment to Loan Documents dated of

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even date herewith (the "Modification Agreement"), wherein provision is made to increase the maximum amount of the Loan to One Hundred Sixty Million and No/100 Dollars (\$160,000,000.00) (the "Increased Loan Amount"), extend the maturity date of the Loan and otherwise amend certain obligations secured by the Security Instrument. This Amendment is a memorandum of the Modification Agreement, reference to which is made for all Mortgagor obligations thereunder. Unless otherwise defined herein, each capitalized term used in this Amendment shall have the meaning given to such term in the Security Instrument.

C. In order to further evidence the increase in the maximum amount of the Loan, concurrently with the execution of the Modification Agreement, Mortgagor shall execute an Amended, Restated and Consolidated Promissory Note Secured by Mortgage, dated as of even date herewith in the amount of the Increased Loan Amount (together with all extensions, renewal, replacement, restatements, amendments, supplements, severances or modification thereof, the "Amended Note").

NOW, THEREFORE, Mortgagor and Mortgagee agree as follows:

1. MODIFICATION AGREEMENT. The terms of the Modification Agreement are hereby incorporated herein by this reference with the same effect and as though set forth herein in their entirety. Without limitation of the foregoing, all references to the "Note" in the Security Instrument shall mean the Amended Note, and all references to the "Loan Agreement" in the Security Instrument shall mean the Loan Agreement as amended by the Modification Agreement.

2. REFERENCES. All references to the "Security Instrument" or "Mortgage," as applicable, in the Loan Documents, shall hereafter refer to and include the Security Instrument as modified by the Modification Agreement and this Amendment.

3. LIMITATION ON AMENDMENT. Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.

4. GOVERNING LAW AND CONSENT TO JURISDICTION. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AMENDMENT. EACH OF THE PARTIES HERETO CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN THE STATE OF ILLINOIS HAVING PROPER VENUE AND ALSO CONSENT TO SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY THE STATE OF ILLINOIS OR FEDERAL LAW

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5. COUNTERPARTS. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

6. INTEGRATION; INTERPRETATION. This Amendment contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated therein and supersedes all prior negotiations or agreements, written or oral, and shall not be modified except by written instrument executed by all parties.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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"MORTGAGOR"

190 SOUTH LASALLE, L.L.C.,
a Delaware limited liability company

By: [Signature]
Name: **Steven wechsler**
Title: **Senior Managing Director**

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NOTARY ACKNOWLEDGMENT

STATE OF Ny
COUNTY OF Ny) ss:

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Steven wechsler, the SMD of 190 SOUTH LASALLE, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged before me that he signed and delivered the said instrument as such SMD as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this ___ day of ___, 2018

[Signature]
Notary Public

My Commission Expires:
March 20, 2018

JESSICA L. IBURG
Notary Public, State of New York
No. 01B6142760
Qualified in Kings County
Certificate Filed in New York County
Commission Expires in March 20, 2022

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"MORTGAGEE"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Jon Masterson
Title: VP

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NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss..

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Jon Masterson, the VP of WELLS FARGO BANK, NATIONAL ASSOCIATION who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged before me that he signed and delivered the said instrument as such VP as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 18th day of June, 2018

[Signature: Kathy B. Pekal]
Notary Public

My Commission Expires:
5-4-19

OFFICIAL SEAL
KATHY B PEKAL
NOTARY PUBLIC, STATE OF ILLINOIS
COUNTY OF COOK
MY COMMISSION EXPIRES MAY 4, 2019

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EXHIBIT A

REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 5, TOGETHER WITH THE EAST 25 FEET OF LOT 6, IN BLOCK 96 IN SCHOOL SECTION ADDITION TO CHICAGO, LYING SOUTH OF THE SOUTH LINE OF THE ALLEY OPENED THROUGH SAID BLOCK 96 BY ORDER OF COMMON COUNCIL OF JANUARY 20, 1948, AND WEST OF THE WEST LINE OF SOUTH LASALLE STREET, AS EXTENDED BY ORDER OF SAID COUNCIL OF OCTOBER, 1855; ALSO, ALL OF LOT 6 AFORESAID (EXCEPT THE EAST 25 FEET THEREOF); ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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