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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/22/2018 12:39 PM Pg: 1 of 8

**THIS DOCUMENT PREPARED BY
AND WHEN RECORDED MAIL TO:**

Locke Lord LLP
111 S. Wacker Drive, Suite 4100
Chicago, Illinois 60606
Attention: Gina Gamal, Esq.

Prudential Loan Nos. 706109456, 706109842 &
706110538

[SPACE ABOVE THIS LINE FOR
RECORDER'S USE]

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

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS AND TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") dated this 20 day of June, 2018 (the "Effective Date"), is entered into by and between LOCK UP NORTHFIELD, L.L.C., a Delaware limited liability company ("Borrower"), having its principal place of business at c/o SHS Development Company, 800 Frontage Road, Northfield, IL 60093, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (together with its successors and assigns, "Lender"), having an office at c/o Prudential Asset Resources, Inc., 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Attention: Asset Management Department; Reference Loan Nos. 706109456, 706109842 & 706110538.

RECITALS

A. Lender made a loan to Borrower, LOCK UP CLYBOURN, L.L.C., a Delaware limited liability company, LOCK UP - CAPE COD LIMITED PARTNERSHIP, a Massachusetts limited partnership, LOCK UP SARASOTA - DOWNTOWN, LLC, a Delaware limited liability company, LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Bloomington Development Series, LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Eden Prairie Development Series, LOCK UP ARMITAGE, L.L.C., a Delaware limited liability company, LOCK UP KINZIE, L.L.C., a Delaware limited liability company, LOCK UP LISLE, L.L.C., a Delaware limited liability company, LOCK UP LIVINGSTON, L.L.C., a Delaware limited liability company, LOCK UP GOLDEN GATE PARKWAY, L.L.C., a Delaware limited liability company, LOCK UP PINE RIDGE, L.L.C., a Delaware limited liability company, NORTHFIELD SELF STORAGE CENTERS, L.L.C., a Delaware limited liability company, LOCK UP OLD ORCHARD, L.L.C., a Delaware limited liability

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company, LOCK UP PARK RIDGE, L.L.C., a Delaware limited liability company, LOCK UP WESTWOOD, L.L.C., a Delaware limited liability company, LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Honolulu Development Series, and LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, with Series on behalf of its Plymouth Development Series (together with Borrower, collectively, "**Original Borrowers**") in the aggregate principal amount of One Hundred Thirty Million Seven Hundred Thousand and No/100 U.S. Dollars (\$131,700,000.00) (the "**Original Loan**"), as evidenced by, among other things, that certain Promissory Note (Floating Rate), dated as of May 27, 2014, from Original Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Original Floating Rate Note**") and that certain Promissory Note (Fixed Rate), dated as of May 27, 2014, from Original Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Original Fixed Rate Note**").

B. Lender made a future advance in the form of a supplemental loan to Lock Up South Setauket LLC, a Delaware limited liability company, Lock Up Brickyard LLC, a Delaware limited liability company and Lock Up Bonita Springs LLC, a Delaware limited liability company (collectively, "**Supplemental Borrowers**") and the Original Borrowers, in the amount of Twenty Million and No/100 U.S. Dollars (\$20,000,000.00) (the "**Supplemental Loan**"), evidenced by, among other things, that certain Supplemental Promissory Note, dated as of the date hereof, from Original Borrowers and Supplemental Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Supplemental Note**"). In connection with the Supplemental Loan, the Original Floating Rate Note was modified by that certain First Omnibus Amendment to Loan Agreement and Loan Documents dated as of July 14, 2015 by and among Lender, Original Borrowers and the Supplemental Borrowers (the "**Omnibus Amendment**") to join in the Supplemental Borrowers (as so amended, the "**Floating Rate Note**"). The Original Fixed Rate Note was also modified by the Omnibus Amendment to join in the Supplemental Borrowers (as so amended and as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Fixed Rate Note**"). The Fixed Rate Note and the Supplemental Note shall be referred to herein, collectively, as the "**Tranche 1 Note**". The Supplemental Loan and the Original Loan shall be referred to herein, collectively, as the "**Tranche 1 Loan**".

C. The Tranche 1 Loan is evidenced and secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing with Assignment of Leases and Rents, dated as of May 27, 2014, by Borrower for the benefit of Lender, recorded on June 6, 2014 with the Recorder of Deeds of Cook County in the State of Illinois (the "**Official Records**") as Document Number 1415742077, as amended by that certain First Amendment to Mortgage, Security Agreement and Fixture Filing with Assignment of Leases and Rents dated as of July 14, 2015, executed by Borrower for the benefit of Lender, recorded on July 30, 2015 in the Official Records as Document Number 1521141036 (as amended, the "**Mortgage**"), encumbering the property more particularly described on the **Exhibit A** attached to this Amendment (the "**Property**"), and that certain Assignment of Leases and Rents, dated as of May 27, 2014, by Borrower to Lender, recorded on June 6, 2014 in the Official Records as Document Number 1415742078, as amended by that certain First Amendment to Mortgage, Security Agreement and Fixture Filing with Assignment of Leases and Rents dated as of July 14, 2015, executed by Borrower for the benefit of Lender, recorded on July 30, 2015 in the Official Records as Document Number 1521141036 (the "**Assignment**").

D. Prior to the date hereof, certain of the Original Borrowers and Supplemental Borrowers sold their respective individual properties known as the Galewood Property and the Plymouth

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Property (each as defined on Schedule 1 attached to the Loan Agreement (defined below)) and obtained releases of such properties from their respective mortgage liens that were securing the Tranche 1 Loan.

E. Borrower desires that Lender make a supplemental loan to Borrower and the entities identified on Exhibit B attached hereto (collectively, the “**Other Borrowers**” and, together with Borrower, the “**Borrowers**”), in the original principal amount of Thirty-Nine Million and No/100 U.S. Dollars (\$39,000,000.00) (the “**Tranche 2 Loan**” and, together with the Tranche 1 Loan, the “**Loan**”), evidenced by, among other things, that certain Supplemental Promissory Note, dated as of the date hereof, from Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Tranche 2 Note**”). The Tranche 1 Note and the Tranche 2 Note shall be referred to herein, individually and collectively, as the context may require, as a “**Note**”. The Tranche 1 Note bears a maturity date of June 5, 2024 and the Tranche 2 Note bears a maturity date of July 5, 2028.

F. The Loan is governed by that certain Amended and Restated Loan Agreement, dated as of the date hereof, by and among Borrowers and Lender (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Concurrent herewith, (i) proceeds from the Tranche 2 Loan shall be used to repay in full the Floating Rate Note, and (ii) the loan documents evidencing and securing the Tranche 1 Loan shall be modified to provide that such loan documents shall secure the entire Loan. In connection with the Tranche 2 Loan, Borrower and Lender have agreed to amend the Mortgage and the Assignment as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Amendment hereby agree as follows:

AGREEMENT

1. ***Incorporation.*** The foregoing recitals are incorporated herein by this reference.
2. ***Grant of Security.*** The Loan shall be secured by, among other things, the Mortgage and the Assignment, as each are amended by this Amendment.
3. ***Amendments to Certain References in the Mortgage and Assignment.***
 - (a) The Tranche 1 Note together with the Tranche 2 Note delivered by Borrowers in connection with the Tranche 2 Loan shall be deemed to be the “**Note**” for all purposes under the Mortgage and the Assignment; and
 - (b) The Tranche 1 Loan together with the Tranche 2 Loan shall be deemed to be the “**Loan**” for all purposes under the Mortgage and the Assignment.
 - (c) The term “**Borrowers**” shall be deemed to refer to the term “**Borrowers**” as such term is defined in this Amendment for all purposes under the Mortgage and the Assignment.
4. ***Confirmation and Acknowledgment of Borrower.*** Nothing contained herein shall affect or be construed to affect any lien, charge or encumbrance created by any Document prior to the Effective Date or the priority of that lien, charge or encumbrance. Borrower’s ownership of the Property is subject to any security interest(s) held by Lender. Borrower hereby ratifies and confirms the security interests, liens, charges and encumbrances in favor of Lender granted by Borrower pursuant to the Mortgage prior to the Effective Date, as amended by this Amendment. Borrower does hereby irrevocably mortgage, give,

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grant, bargain, sell, alienate, pledge, assign, warrant, transfer, confirm, hypothecate and convey a security interest in and to Lender and its successors and assigns in the Borrower's now owned or hereafter acquired rights, interests and estates in the Property in accordance with the terms of the Mortgage as amended by this Amendment.

5. *General Provisions.*

(a) *Notices.* The provisions of Section 12.02 of the Loan Agreement are hereby incorporated by reference into this Amendment to the same extent and with the same force as if fully set forth herein.

(b) *Applicable Law and Submission to Jurisdiction.* This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America. Without limiting Lender's or Trustee's right to bring any Action (as defined in the Loan Agreement) in the courts of other jurisdictions, Borrower irrevocably (a) submits to the jurisdiction of any state or federal court in the Property State (as defined in the Loan Agreement), (b) agrees that any Action may be heard and determined in such court, and (c) waives, to the fullest extent permitted by Laws, the defense of an inconvenient forum to the maintenance of any Action in such jurisdiction.

(c) *Miscellaneous.* If any provision of this Amendment shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions of this Amendment, and such provision shall be limited and construed as if it were not in this Amendment. Except to the extent expressly prohibited by law, all of Borrower's covenants and agreements under this Amendment shall run with the land and time is of the essence. This Amendment cannot be amended, terminated, or discharged except in a writing signed by the party against whom enforcement is sought. No waiver, release, or other forbearance by Lender will be effective unless it is in a writing signed by Lender and then only to the extent expressly stated. The provisions of this Amendment shall be binding upon Borrower and its heirs, devisees, representatives, successors, and assigns including successors in interest to the Property and inure to the benefit of Lender and Trustee and its or their heirs, successors, substitutes, and assigns. Where two or more persons have executed this Amendment, the obligations of such persons shall be joint and several, except to the extent the context clearly indicates otherwise. This Amendment may be executed in any number of counterparts with the same effect as if all parties had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(d) *LIMITATION OF LIABILITY.* The liability of Borrower hereunder is limited pursuant to Article 10 of the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

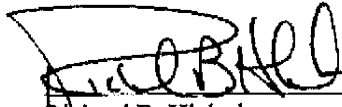
BORROWER:

LOCK UP NORTHFIELD, L.L.C.,
a Delaware limited liability company

By: Lock Up — Evergreen, LLC,
a Delaware limited liability company,
its sole member


By: Lock Up Holding LLC,
an Illinois limited liability company,
its sole manager

By: SHS Development Company,
an Illinois corporation,
its sole manager

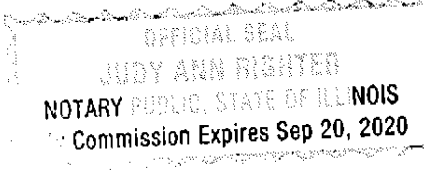
By: 
Richard B. Hielscher
Vice President

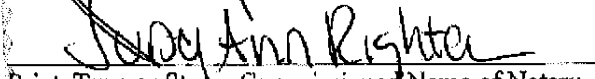
STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15th day of June, 2018 by Richard B. Hielscher, as Vice President of SHS Development Company, an Illinois corporation, which is the sole manager of Lock Up Holding LLC, an Illinois limited liability company, which is the sole manager of Lock Up – Evergreen, LLC, a Delaware limited liability company, which is the sole member of LOCK UP NORTHFIELD, L.L.C., a Delaware limited liability company, on behalf of the company.



Signature of Notary Public





Print, Type or Stamp Commissioned Name of Notary
Personally known or Produced ID _____

Type of ID Produced _____

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EXHIBIT A

(Legal Description)

All that real property situate in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

LOT 1 IN LOCK UP NORTHFIELD PLAT OF CONSOLIDATION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1996 AS DOCUMENT NUMBER 96283161.

Address: 300 W Frontage Rd, Northfield, IL (60090)

PIN: 04-13-401-027-0000

Property of Cook County Clerk's Office

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EXHIBIT B

(Other Borrowers)

LOCK UP ARMITAGE, L.L.C., a Delaware limited liability company

LOCK UP BONITA SPRINGS LLC, a Delaware limited liability company

LOCK UP — CAPE COD LIMITED PARTNERSHIP, a Massachusetts limited partnership

LOCK UP CLYBOURN, L.L.C., a Delaware limited liability company

LOCK UP — EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, on behalf of its Bloomington Development Series

LOCK UP — EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, on behalf of its Eden Prairie Development Series

LOCK UP — EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, on behalf of its Estero Development Series

LOCK UP — EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company, on behalf of its Honolulu Development Series

LOCK UP GOLDEN GATE PARKWAY, L.L.C., a Delaware limited liability company

LOCK UP KINZIE, L.L.C., a Delaware limited liability company

LOCK UP LISLE, L.L.C., a Delaware limited liability company

LOCK UP LIVINGSTON, L.L.C., a Delaware limited liability company

LOCK UP MINNEAPOLIS DOWNTOWN LLC, a Delaware limited liability company

LOCK UP OLD ORCHARD, L.L.C., a Delaware limited liability company

LOCK UP PARK RIDGE, L.L.C., a Delaware limited liability company

LOCK UP PINE RIDGE, L.L.C., a Delaware limited liability company

LOCK UP SARASOTA LLC, a Delaware limited liability company

LOCK UP — SARASOTA DOWNTOWN, LLC, a Delaware limited liability company

LOCK UP SOUTH SETAUKET LLC, a Delaware limited liability company

LOCK UP WESTWOOD, L.L.C., a Delaware limited liability company

NORTHFIELD SELF STORAGE CENTERS, L.L.C., a Delaware limited liability company