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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/05/2018 09:03 AM Pg: 1 of 8

This instrument was prepared by
and after recording should be returned to:
Kathleen Miranti
King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (COOK COUNTY, ILLINOIS)

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), made as of June 25, 2018, by LGP REALTY HOLDINGS LP, a Delaware limited partnership, whose mailing address is 702 W. Hamilton St., Suite 203, Allentown, Pennsylvania 18101 ("Mortgagor"), and CITIZENS BANK OF PENNSYLVANIA, a bank chartered in the Commonwealth of Pennsylvania, as Administrative Agent for the Lenders, whose address is 28 State Street, Boston, Massachusetts 02109 (in such capacity, together with its successors and assigns, "Mortgagee").

Background

A. Pursuant to that certain Third Amended and Restated Credit Agreement, dated as of March 4, 2014, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement dated as of July 2, 2014, that certain Second Amendment to Third Amended and Restated Credit Agreement dated as of September 30, 2014, that certain Third Amendment to Third Amended and Restated Credit Agreement dated as of July 26, 2016, and that certain Fourth Amendment to Third Amended and Restated Credit Agreement dated as of December 13, 2016 (as so amended, the "Original Credit Agreement"), between Mortgagor and Mortgagee, certain loans were made available to the Borrowers.

B. The Original Credit Agreement is secured, in part, by that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (as amended or supplemented from time to time, the "Mortgage"), dated as of February 2015, given by Mortgagor to Mortgagee, recorded on July 28, 2015 as Instrument Number 1520956016 in the real property records of Cook County, Illinois, and encumbering the land more particularly described in the Mortgage.

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C. The Original Loan Agreement has been amended pursuant to that certain Fifth Amendment to Third Amended and Restated Credit Agreement and Consent dated as of April 25, 2018 (together with all amendments, restatements, supplements, extensions, renewals or other modifications from time to time, the "Credit Agreement"), among certain affiliates of Mortgagor (collectively, the "Borrowers"), the lenders party thereto (collectively, the "Lenders") and Mortgagee.

D. Mortgagor and Mortgagee desire to amend the Mortgage as provided herein.

For and in consideration of the premises, TEN DOLLARS (\$10.00) in hand paid and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used herein, but not herein defined, shall have the meanings ascribed thereto in the Credit Agreement.

2. Amendments to Mortgage. Effective as of this date, the Mortgage has been and is hereby amended as follows:

2.1 By redefining the terms "Credit Agreement" as used in the Mortgage, so that such term shall mean and refer to the "Credit Agreement" as defined in this Amendment.

2.2 By redefining the term "Mortgage", as used in the Mortgage, so that such term shall mean and refer to the Mortgage, as amended by this Amendment.

2.3 By deleting Section 47(b) in its entirety and substituting the following in lieu thereof:

“(b) Maturity Date. In no event shall the maturity date of the Mortgage be later than April 25, 2020.”

2.4 By deleting Section 47(d) in its entirety and substituting the following in lieu thereof:

“(d) Maximum Principal Indebtedness. Notwithstanding any provision contained herein to the contrary, the maximum principal indebtedness secured by this Mortgage shall not exceed \$650,000,000.00.”

3. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Mortgage, it being the expressly declared intention of the parties hereto that no novation of the Loan Documents be created hereby.

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4. Entire Agreement. This Amendment and the Mortgage, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts and the signature of any party to any counterpart may be affixed to any other counterpart of this Amendment. Each counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of this Amendment by facsimile or electronic mail.

7. Governing Law. This Amendment shall be governed by the laws of the State of Illinois, without application of its conflict of law principles.

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor on the date of acknowledgment below.

MORTGAGOR:

LGP REALTY HOLDINGS LP,
a Delaware limited partnership

By: LGP Realty Holdings GP LLC,
its General Partner

By: [Signature]
Name: George Wilkins
Title: VP, Wholesale ops

STATE OF Pennsylvania §
 §
COUNTY OF Lehigh §

The undersigned, a Notary Public, do hereby certify that George Wilkins the VP Wholesale of LGP Realty Holdings GP LLC, in its capacity as the General Partner of LGP Realty Holdings LP, 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 that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company and limited partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of June, 2018.

SEAL

[Signature]
Notary Public
Print Name: Hillary Kresge

My commission expires: June 22
2021

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Hillary Kresge, Notary Public
City of Allentown, Lehigh County
My Commission Expires June 22, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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Schedule A-1

Description of the Land

Tax Id Number(s): 31-11-302-029-0000

Land Situated in the Village of Flossmoor, County of Cook, State of

Illinois: PARCEL 1:

LOT 1 IN FINAL PLAT OF SUBDIVISION OF BP-AMOCO FLOSSMOOR, ILLINOIS, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2004 AS DOCUMENT 0420919104, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS AS CREATED BY RECIPROCAL ACCESS EASEMENT AND RESTRICTIVE COVENANT AGREEMENT RECORDED JULY 28, 2004 AS DOCUMENT 0421042347.

Commonly known as: 3950 Vollmer Road, Flossmoor, IL 60422

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Schedule A-2

Description of the Land

Tax Id Number(s): 24-18-101-119, 24-18-101-120

Land situated in the City of Worth in the County of Cook in the State of Illinois:

Lots 2 and 3 in Final Plat of Subdivision of BP-Amoco, Worth, Illinois, being part of the North 1/2 of Section 18, Township 37 North, Range 13 East of the Third Principal Meridian, and also the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 18, according to the plat of said Final Plat of Subdivision of BP-Amoco, Worth, Illinois recorded January 4, 2006 as Document 0600418066, all in Cook County, Illinois.

Commonly known as 10531 Southwest Highway, Worth, Illinois

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Schedule A-3

Description of the Land

Tax Id Number(s): 31-21-301-001-0000

Land Situated in the City of Matteson in the County of Cook in the State of Illinois

Lot 1 in Matteson Auto Mall Unit 1, being a subdivision of the Southwest 1/4 of Section 21, Township 35 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Commonly known as US 30 & Central, Matteson, Illinois

Property of Cook County Clerk's Office
