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**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**

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Doc# 1822917072 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/17/2018 02:42 PM PG: 1 OF 7

**FIRST MODIFICATION TO
MORTGAGE AND ALR**

THIS FIRST MODIFICATION TO MORTGAGE AND ALR (this "Modification") is made effective as of August 16, 2018, by and between **BANNER NORTHTOWN STORAGE, LLC**, a Delaware limited liability company ("Mortgagor") and **OLD SECOND NATIONAL BANK**, a nationally chartered bank, its successors and assigns ("Bank"), as successor by assignment from Chemical Bank, as successor by merger to Talmer Bank and Trust.

WITNESSETH

A. On or about the date hereof, Bank and Mortgagor entered into a certain Amended and Restated Promissory Note (the "Amended and Restated Note") in the maximum principal amount of \$7,575,000;

B. The Amended and Restated Note is secured by, among other things: (i) that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of June 20, 2016, executed by Borrower to and for the benefit of Talmer Bank and Trust, a Michigan state chartered bank (as predecessor-in-interest to Bank), and recorded on June 21, 2016, with the Cook County Recorder of Deeds as Document Number 1617334056 (the "Mortgage"); and (ii) that certain Assignment of Leases and Rents dated as of June 20, 2016, executed by Borrower to and for the benefit of Talmer Bank and Trust, a Michigan state chartered bank (as predecessor-in-interest to Bank), and recorded on June 21, 2016, with the Cook County Recorder of Deeds as Document Number 1617334057 (the "ALR"), which together with the Mortgage and all other documents evidencing and securing the Loan shall be referred to herein collectively as the "Loan Documents";

C. The property encumbered by the Mortgage and ALR is commonly known as 6341 North McCormick Road, Chicago, Illinois 60659, and is legally described on Exhibit A attached hereto and made a part hereof; and

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D. Mortgagor and Bank desire to modify the provisions of the Mortgage and ALR and to make such other amendments and modifications as may be set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage be and is hereby modified and amended as follows:

1. Amendment to Mortgage and ALR. All references in the Mortgage and ALR to the term "Note" shall be deemed to refer to the Amended and Restated Note. All references to the term "Lender" in the Mortgage shall mean Old Second National Bank, a nationally chartered bank, its successors and assigns.

2. Amendments to Mortgage.

(a) The first paragraph following the preamble in the Mortgage is hereby deleted in its entirety and the following inserted in lieu thereof:

"Lender is making a loan to Borrower (the "Loan") in an amount not to exceed Seven Million Five Hundred Seventy-Five Thousand and No/100 Dollars (\$7,575,000.00) pursuant to that certain Construction Loan Agreement of dated June 20, 2016 by and between Borrower and Talmer Bank and Trust, a Michigan state chartered bank (as predecessor-in-interest to Lender), the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Loan Agreement"; any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement). The Loan is evidenced by that certain Amended and Restated Promissory Note dated as of August 16, 2018 in the principal amount of Seven Million Five Hundred Seventy-Five Thousand and No/100 Dollars (\$7,575,000.00) from Borrower to Lender (the "Note"). The Loan is due and payable in full on August 15, 2021 (the "Initial Maturity Date") or, if the Initial Maturity Date is extended in accordance with the terms of the Loan Agreement, August 15, 2026 (the "Extended Maturity Date"), pursuant to the terms of the Note or accelerated pursuant to the terms hereof or of any other Loan Document (as hereinafter defined). This Mortgage encumbers certain real estate located in Cook County, Illinois, legally described on Exhibit A attached hereto, and payment of the Note is secured by this Mortgage, financing statements and other security documents (this Mortgage, the Note, the Loan Agreement, the Rate Management Agreements (as defined below), and all other documents evidencing or securing the Loan (as amended, modified, replaced or restated from time to time) are collectively hereinafter referred to as the "Loan Documents"). As used herein, the term "Rate Management Agreements" shall mean any agreement, device or arrangement providing for payments related to agreements between the Borrower and Lender with respect to any interest rate swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk of value including, without limitation, any agreement, device or arrangement, related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-

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denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation, any ISDA Master Agreement between Borrower and Lender, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time. The Loan bears interest at a variable rate of interest.”

(b) The notice addresses for "Lender" set forth in Section 28 of the Mortgage is hereby deleted in its entirety and the following inserted in lieu thereof:

To Lender: Old Second National Bank
333 West Wacker Drive
Suite 710
Chicago, IL 60606
Attention: James Wagner

With a copy to: Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
Attn. Chad J. Richman, Esq."

3. Amendments to ALR.

(a) Paragraph B in the ALR is hereby deleted in its entirety and the following inserted in lieu thereof:

“Lender has agreed to make a loan to Borrower in the maximum principal amount of Seven Million Five Hundred Seventy-Five Thousand and No/100 Dollars (\$7,575,000.00) (the "Loan") pursuant to that certain Construction Loan Agreement of even date herewith by and between Borrower and Lender, as may be amended (the "Loan Agreement"). The Loan is evidenced by that certain Amended and Restated Promissory Note, dated as of August 16, 2018 from Borrower to Lender in the original principal amount of Seven Million Five Hundred Seventy-Five Thousand and No/100 Dollars (\$7,575,000.00) (the "Note")”

4. Full Force and Effect. The provisions of the Mortgage and ALR, as respectively amended hereby, are in full force and effect and the Mortgage and ALR as so amended are hereby ratified and confirmed and all representations and warranties made therein remain true and correct as of the date hereof.

5. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage and ALR, or the covenants, conditions and agreements therein contained, as amended.

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6. Conflict. In the event of conflict between any of the provisions of the Mortgage or ALR and this Modification, the provisions of this Modification shall control.

7. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage and ALR.

8. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

9. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

[Signature pages follow]

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT A

Legal Description

TRACT 1:

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE, A DISTANCE OF 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY, A DISTANCE OF 63.28 FEET; THENCE 224 DEGREES, 48 MINUTES, 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 79.91 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

TRACT 2:

LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES 24 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 09 DEGREES 11 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 8.385 METERS (27.51 FEET); THENCE SOUTHWESTERLY 7.502 METERS (24.61 FEET) ON A CURVE TO THE RIGHT HAVING A RADIUS OF 171.796 METERS (563.63 FEET), THE CHORD OF SAID CURVE BEARS SOUTH 21 DEGREES 47 MINUTES 09 SECONDS WEST, 7.501 METERS (24.61 FEET); THENCE SOUTH 68 DEGREES 02 MINUTES 13 SECONDS WEST 5.726 METERS (18.79 FEET) TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE 18.661 METERS (61.22 FEET) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 167.796 METERS (550.51 FEET), THE CHORD OF SAID CURVE BEARS NORTH 21 DEGREES 14 MINUTES 01 SECONDS EAST 18.651 METERS (61.19 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3:

NON-EXCLUSIVE RECIPROCAL EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF TRACT 1 AND TRACT 2 IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 10, 2017 AS DOCUMENT NUMBER 1728329060 AND RERECORDED NOVEMBER 2, 2017 AS DOCUMENT NUMBER 1730644051.

Common Address: 6341 N. McCormick Road, Chicago, Illinois, 60659

PINS: 13-02-220-052-0000; 13-02-220-053-0000